Mr Kerchenfer

DIPLOMAT[illegible]

NOV 7 1890

DEPARTMENT OF STATE
NOV 4 1890
RECEIVED.

No 1159.

Mr Taylor
75108
W. N. W.
No 8

Legation of the United States,
Peking, September 3rd, 1890.

Mr. Charles Denby
to the
Secretary of State.

88
China
Charles Denby
September 1. 1880
November 30. 1890
1159 - 1209

Package No 2

[redacted] DIPLOMAT[redacted]

NOV 7 1890

DEPARTMENT OF STATE
NOV 4 1890
RECEIVED.

No 1159.

Mr Taylor
75108
H.N.N.
NW 8

Legation of the United States,
Peking, September 3rd, 1890.

Wm. Charles Denby
to the
Secretary of State.

[redacted]

— Subject. —

Enclosing duplicate statement of Contingent Expense Account for the Quarter ending June 30th, 1890.

No 1159. One Enclosure.

Legation of the United States.

Peking, September 3d 1890.

To the Honorable

James G Blaine

Secretary of State.

Washington, D.C.

Sir:—

I have the honor to endorse herewith a duplicate statement of
59. the account for contingent Expenses of this Legation for the quarter ending June 30th 1890.

I have the honor to be,

Sir,

Your obedient Servant

Charles Denby

Enclosure 1. Duplicate statement as above.

DEPARTMENT OF STATE
NOV 4 1890
RECEIVED.

No 1160. W. Partridge

Legation of the United States.

Peking September 16th 1890.

Mr. Denby to the

Secretary of State

Subject

Tomoran claim of Messrs Russel & Co.

Synopsis

Encloses copy of latest despatch to Yamen

№1160.

Legation of the United States.

Peking, September 10th 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington, D.C.

Sir:

I have the honor to enclose, herewith, a copy of my latest communication to the Foreign Office relating to the Formosan claim of Messrs Russell & Co.

1/160

My last communication to the Yamên was of like tenor with this. It was sent the 14th December last. I was informed by Mr. Crowell that it

it was likely that the matter would be settled, and have forborne to press it on that account, but my conference with Mr. Cass at Amoy has induced me to press it again with vigor.

I realize in this case, as I have realized in the Chinanfu matter, that the Imperial Government exercises very little control over the Viceroys and Governors. It is more and more becoming apparent that the settlement of troubles can best be made directly with the local officials.

I have the honor to be, Sir,

Your obedient servant,

Charles Denby

Enclosure:
Mr. Denby to the Foreign Office No 14 Sept 10 1890.

Enclosure 1 in

No 14

Legation of the United States.
Peking September 10th 1890.

Your Highness and
Your Excellencies:

I have the
honor to call Your Highness
and Your Excellencies' attention
again to the condition of the
claim of Messrs Russell & Co
against the defaulting comprador
Chen Ze-chi and his sureties.

I first brought this matter
to Your Highness and Your
Excellencies attention in a
communication bearing date
March 11th 1889.

My last communication was
sent to you December 14th 1889.
To this communication I have
never received any reply.

Referring to these communications
I now have the honor to recapitulate
some of the observations made

therein

therein and to cite some new facts that have come to my attention.

I have to remark that there seems to be little difficulty in settling claims made by other nationals in Formosa, but that no effort whatever seems to be made to settle claims due to Americans. As a result it follows that the business of Messrs Russell & Co in Tauwanfu has been annihilated and they can only trade at the other ports in Fukien and Formosa with difficulty. These complaints are made to me by the United States Vice-Consul at Amoy who is thoroughly posted on the whole matter.

The original claim of Russell & Co was for $36-442 63/100 Mexican. This amount was found to be due at the trial of the case

Leed

held in the Yamen of the late Taiwan Hsien. A solemn judgement was rendered in favor of Messrs Russell & Co by the proper Chinese officials who tried the case in their own court in their own method. It was perfectly clear that this amount was due and after a complete and thorough examination of all the facts and the law judgement was rendered.

On Sept 15th 1888, Russell & Co handed in a statement of their claim as it then stood, after deducting the sum of 4.908^{33}_{100}$ paid by the Prefect of Taiwanfu on August 2nd 1888, but with interest and expenses added it then amounted to 44.404^{38}_{100}$. The claim now, adding interest amounts to considerably more than 50.000^{00}_{100}$. At one time, I am informed, that a proposal was made to Mr. Warren

who

who was Acting Consul for the United States to pay $3.000 per annum for ten years out of the proceeds of sale of grain and other articles raised on the estate of Chen Kai Ch'in, one of the sureties, against whom alone of all the sureties can I learn that any proceedings were taken in any way.

Your Highness and Your Excellencies will remember that the sureties had given a large and ample bond to secure Russell & Co against loss by the conduct of the defaulting compradore. But the proposition never took definite shape.

The defendant, Chen Te-chi, is nominally in jail, but the local officials have announced their intention to release him on account of illness. In the meantime it is matter of common report that he continues

to

to be the lead partner in a flourishing business in certain towns in South Formosa. Further it is represented that, up to date, he has expended the sum of 15000^{00} in payment for various reasons to the local officials. These representations are made to me and it is charged that other large sums have been paid to the officials. They furnish a proper subject of examination by the high authorities and if found to be true, proper action should be taken to compel the local officials to refund, for the benefit of Russell & Co, all sums of money unlawfully received and which should have gone to pay their claim.

The local officials seem determined that no settlement shall ever be made of this case unless the judgement is opened

and

and a new trial had. It is now evidently impossible to have a new investigation. Several years have elapsed since the original judgement was rendered. The original judgement has never been attacked in any way. I cannot consent that at this late date the proceedings should be set aside and a new trial ordered.

I do not understand at all the refusal of the Governor to order this matter to be closed up. On the 5th day of December 1887, in a communication to Mr. Connie Crowell, he admitted negligence on the part of the officials, he had previously punished one of them by removing his button, and he openly says that he directed the payment of the claim in thirty days from the date of his communication.

Now

Now, in September 1890, I find that nothing has been done in the matter and I am sure that nothing will be done unless Your Highness and Your Excellencies can see your way to issue the most stringent orders that the local officials shall pay this just claim.

I beg leave to suggest that the local officials should be made to report, item by item, all the money that they have received from the defendants, or any of them, in this case.

At an early stage of the proceedings the local officials admitted that they had sealed up Taels 20,000 in value of property. What has become of it? Why has it not been sold and the proceeds applied to pay this judgement?

I cannot too strenuously present to Your Highness and Your Excellencies the plain facts

that

that nobody has ever denied. A fair, honest and open judgement was rendered more than three years ago by a competent court. There were ample funds and property belonging to the defendants which could have been made available to pay the judgement; a bond largely exceeding the debt in value was in the hands of the officials; the chief defendant and his sureties were worth five times the debt; large sums of money have been collected and are unaccounted for; a mere pittance has been paid to Russell & Co. No honest and valid explanation of these facts can be made. Most clearly there has been gross negligence on the part of the local officials and, in justice, they should be made to pay the entire debt.

I beg that earnest stringent action will be immediately taken in

in this matter by Your Highness and Your Excellencies.

I avail myself of this opportunity to renew to Your Highness and Your Excellencies the assurances of my most distinguished consideration.

(s'g'd) Charles Denby.

Dip.

NOV 7 1890

To Trees
St. Dept.

DEPARTMENT OF STATE
NOV 4 1890
RECEIVED.

No 1161

Mr Taylor

Legation of the United States.

Peking September 11th 1890.

To Tuen 10 Nov.

Mr. Denby to the

Secretary of State.

Subject

The new coinage of silver pieces at Canton

Synopsis

The new coins described, and, incidentally, some discussion on the change in the value of silver, and the effect of the "Silver Bill."

No. 1161.

Legation of the United States.

Peking September 11th 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D. C.

Sir:

The fact that the new Canton coinage is being gradually put in circulation in China is worthy of note. It is the first serious attempt that has ever been made to coin money in China. The gold bar and the shoes of sycee, with the copper cash, have hitherto furnished the metallic currency

of

of the Empire, except the Mexican dollar, which is taken freely all along the coast and wherever foreigners are located. The introduction of this coinage, being almost contemporaneous with the great appreciation of silver consequent on the passage of the "Silver Bill" by Congress, suggests some reference to the prior values of silver in China and to the effect of that legislation.

A writer in the North-China Daily News puts the value of silver in 1368 at four ounces of silver to one of gold. In 1574, almost eighty years after the discovery of America, seven

or

or eight ounces of silver had the value of one of gold. In 1635 gold was ten times as dear as silver. In 1737 it became much cheaper. In 1840 twenty and more ounces went to pay for one of goeld. In 1850 fourteen ounces were required and in 1882 eighteen.

If these figures are correct it is quite plain that the value of silver has decreased in proportion to the growth of foreign trade. The more silver imported the cheaper it became.

China is essentially a silver using country. Salaries, taxes and duties are paid in silver. This a grievance with the

the literati of China that foreign trade deprives China of her silver. But, on the other hand, it is entirely plain that silver mainly comes from this same trade. A glaring proof of this fact is the enormous influence that the "Silver Bill" has had on the value of silver in China. By the last bank quotations received officially at this Legation, a gold dollar is worth $1.0557 Mex.; a Mexican dollar is worth 94 7/100 cents gold; a gold dollar is worth 78 75/100 tael cents (Shanghai tael); a tael is equal to $1.27 gold.

When we remember that the present Treasury rate for the East is

is 75.8 and that last year it was 73.5 and was still lower in preceding years, this enormous and sudden appreciation will be realized.

On my trip around China I found at the various ports a general and very diverse discussion of the effect of our silver legislation. In the general it seemed that the merchants rather prefered that silver should be cheap. Until prices are rearranged in China the merchant must pay more for his goods than heretofore. When he draws a bill on London against an invoice of goods he will now receive vastly less

taels

or Mexican dollar. Instead of receiving as heretofore one hundred Mexicans for every seventy-two or seventy-three gold dollars he will only receive, at present rates, one hundred Mexicans for every ninety-five gold dollars. The value of the tael varies so much at the different ports that I use the Mexican dollar as an illustration. There is liklihood also that the silver dollar may become equal to the gold dollar.

It is impossible in China to arrange wages on a lower basis. The cooley who gets $6. (Mex) per month, and has taken them all these years when they were

were worth only $4.50 gold, will still insist on receiving $6.00. This plain that the resident in China who receives his wages or salary in gold and spends his money in China will lose enormously. But I found at Kongkong that all the officials who were paid in drafts on London were enthusiastic in favor of the new rates. They receive their pay in gold and send a great deal home to their families and, of course, gain in exchange. The missionaries will suffer seriously. They are paid in gold and they lose the difference which has heretofore existed between the two metals. Officers of the Navy

and

and of the Consular and Diplomatic Services are likewise heavy losers, as their money is mostly spent in China. On the other hand if they have made any savings and want to send their money home they will make considerable gains.

As far as I could learn the Hongkong and Shanghai Bank, which is based on silver, gains by the appreciation. Its capital becomes essentially a gold capital.

The employees of the Imperial Maritime Customs and other governmental employees, who are paid in taels, are not at all affected, unless they desire to

send

send their money abroad. They will receive what they have always received, and if, by reason of the appreciation of silver they pay less for their supplies, they will gain.

A discussion of the effect of the appreciation of silver on the value of the copper cash of the country - which has hitherto been it's only coin — is of interest. According to the writer above quoted the value of copper cash has undergone a regular depreciation since the time when the Chinese had not yet adopted silver as their chief medium of currency. In the 11th Century, at Kuangchow in Konan, forty cash bought

a

a catty of tea (1⅓ lb. avoirdupois).
At other points the price
varied from seventy-four cash
to forty-eight cash. At present,
rating the cost of a picul of
tea at sixteen taels and a
tael at fifteen hundred cash,
a catty costs two hundred and
forty cash. The depreciation of
copper in 800 years has,
therefore, been such that five
cash are now required to buy
what one cash would have
then bought. The writer quoted
proceeds to argue that China
might easily have been content
with copper cash as a currency
in the days of paper money.
The people then required only

one

one fifth of the cash that they now require. It is known, also, that at that time a convenient system of notes prevailed for every article of trade.

The depreciation of cash is accounted for by the competition of silver. Salaries and large debts are paid in silver. The value of cash decreased in proportion to it's disuse as a medium, a decrease which was accelerated by it's great weight. But cash must remain the currency of the poor. The increasing population must have a small coin for it's ordinary transactions. Copper cash will, therefore, always remain an important currency.

The

The new coins, which are minted in a mint that was established at Canton by Chang Chih-tung, are said to be very handsome - equal, in fact, to the coinage of any other country. These coins are equivalent in value to a Mexican dollar, fifty, twenty, ten and five cents. The values are expressed in fractions of a tael. The face value of the Chinese dollar is 7 mace and 2 candareens, and the other coins are worth 3 mace 6 candareens, 1 mace 4 3/5 candareens, 7 3/10 candareens and 3.63 candareens. The three smaller coins correspond with the five, ten and twenty

cent

cent pieces which are issued at Hongkong.

It may perhaps be convenient to state that heretofore money in China has been entirely represented by weights of silver (taels, mace, candareens). The tael actually in use is 1.351 oz.

1 cash is equal to 1/20 d.
1 candareen " " " 1/2 d.
1 mace " " " 6 d.
1 tael " " " 5 s.

Silver has hitherto been found in ingots, or shoes, sometimes called "sycee", or in broken silver. Cash are bronze coins not unlike thin farthings, with a square hole in the center

for

for stringing. The value fluctuates and is very much a matter of bargain. Hitherto about 1200 to a Mexican dollar has been an average quotation.

It remains to be seen whether the Chinese will adopt for circulation the new coins in place of the Mexican. Curiously Hongkong has not issued a dollar coinage. The Chinese are conservative and suspicious of all innovation, but it is likely that the new coinage, which is sustained by the views of the greatest men in the Empire, will be universally received.

I have the honor to be Sir
Your obedient servant,
Charles Denby

Mr Taylor + Mr. Tiedemann

DIPLOMATIC BUREAU.
OCT 30 1890

DEPARTMENT OF STATE
OCT 30 1890
RECEIVED.

No 1162.

Legation of the United States.
Peking, September 15th, 1890.

— Mr. Charles Denby —
to the
— Secretary of State —

— Subject —
Transmitting Duplicate
Statement of Repairs Account
for half year ending June 30th, 1890.

No 1162. One Enclosure

Legation of the United States.

Peking, September 15th, 1890.

To the Honorable

James G. Blaine.

Secretary of State

Washington, D.C.

Sir:—

I have the honor to send you Enclosed, a duplicate Statement of the Repairs Account of this Legation for the half year ending June 30th, 1890.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1. Duplicate Statement as above.

DEPARTMENT OF STATE
NOV 8 1890
RECEIVED.

2d ASSISTANT SECRETARY.
Ack by subject awaiting further report.
NOV 11 1890

No 1163.

Legation of the United States.

Peking September 21st 1890.

Mr. Denby to the

Secretary of State.

Subject.

Formosan claim of Russell & Co.

Synopsis

Transmits a translation of the last communication of the Yamên touching this matter.

One enclosure.

No 1163.

Legation of the United States.

Peking September 21st 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to enclose, herewith, a translation of the reply of the Foreign Office to my last communication, touching the claim of Messrs Russell & Co against a defaulting compradore in Formosa.

1/1163.

A copy of my latest communication to the Foreign Office will be found in my despatch No 1160 of September 10th.

It will be noticed in the report of the Governor that he makes a complete change of front. Hitherto, in all the numerous communications that have passed between the Governor and the Consul at Amoy, and the Legation and the Yamên, it has been urged on the one side and conceded on the other that a judgement for $36,462 63 in favor of Russell & Co was rendered by a competent Chinese Court at Taiwanfu. Now the Governor recites the various unavailing efforts that were made at the trial to reconcile the accounts and concludes with the statement

that "No judgement was rendered for that amount in the Court of the Magistrate at Taiwanfu."

This surprises me so much that I must refer this paper to Mr. Frank Cass, who is United States Vice-Consul at Amoy and also the Head of Russell & Co at Amoy and in Formosa, before taking further action in the matter.

I have the honor to be,

Sir,

Your obedient servant,

Charles Denby

Enclosure in No 1163.

No 15.

Foreign Office

to Mr. Denby,

Peking Sept. 15th 1890.

Your Excellency:

The Prince and Ministers have the honor to state that in the matter of the claim of Messrs Russell & Co against Chen Ze Chi, on the 14th of December 1889, the received a communication from Your Excellency wherein you stated that the case had already been decided by the Tai-wan Fu and that you could not consent that a new investigation be had, but you were willing that the Consul at Amoy should discuss any question that may arise affecting what has transpired since the judgement was rendered and that you had so instructed Mr. Crowell.

He

The Yamên had a copy of Your Excellency's communication made and transmitted it to the Governor of Formosa so that an investigation may be had in a just and fair way. During the 6th Moon of this year (Chinese Calendar) the Yamên was placed in receipt of a communication from the Governor of Formosa wherein he minutely discusses the points raised by Your Excellency in the despatch of last year, as well as the present aspect of the case – a copy of which the Prince and Ministers have the honor to submit for Your Excellency's perusal, with the request that you will instruct the Consul at Amoy to hold another investigation with the authorities of Formosa to the end that the case may be brought to a termination and thus avoid any further dispute which is important.

The Prince and Ministers

would

would further observe that in the communication under acknowledgement Your Excellency refers to the local authorities having received money from the Defendant. They would beg to enquire what evidence is there of that being the case? Calumnious charges cannot be made on nothingness or non-existence of proof.

Your Excellency also refers to the fact that the representations are true by common report. The Prince and Ministers would be glad to have the class of persons pointed out who make these reports, so that they may be summoned and examined.

As to debts owing by Chinese merchants the local authorities can only take steps to recover them; they cannot be called upon to guarantee their payment. The observations made by Your Excellency that the local authorities

should

should be made to pay the entire debt, this, to the Prince and Ministers mind, would be an act decidedly at variance with treaty stipulations, and such phraseology they cannot regard but as being amiss.

A necessary communication addressed to,

H.E. Charles Denby

Communication from the Governor of Formosa to the Tsungli Yamen.

With reference to the statement made by His Excellency Mr. Denby the case (Russell & Co vs. Chen Te Chi) had already been decided, the Governor issued instructions to the Taotai of Taiwan to act with the Prefect of Taiwanfu and ascertain when and by whom the case was tried and decided and submit a report thereon.

The Actg Prefect of Taiwan, Wu Pen Chieh, has investigated the matter and reported as follows:

With regard to this case, a communication was addressed to Mr. Consul Crowell requesting that the matter at issue be satisfactorily discussed and brought to a termination. A reply was received from Mr.

Crowell

Crowell to effect that the case had already been submitted to His Excellency Mr. Denby, U.S. Minister and that he could not interfere in the matter; that the claim of Russell & Co, including interest up to the 30th June — after deducting the sum of $11.908 03 — amounted to $51.601 31, and that interest would be added monthly from that date etc.,

In Mr. Denby's communication, transmitted to the Governor by the Yamen, His Excellency remarks: "that judgement was rendered by "the native court in June 1887 "and the sum of $36.462 63 was "found to be due Russell & Co by "Chên Ye Chi. It was known to all "the officials that justice had been "done and no man disputed it."

On the 16th day of the 4th Moon of the 13th year of Kuang Hsü = the 7th of June 1887 — the former Magistrate of Taiwan Hsien, Mr. Shen, and

the

the foreign Deputy, Mr. Pao, in conjunction with Mr. Warren, the British Consul, who was acting for the United States, summoned the Agent of Russell & Co, Mr. O. M. Wright, to confront Chen Te Chi and others at the hearing of the case in Court. Chen Te Chi deposed that he was in debt to Mr. Wright in the sum of $26.118 odd. Mr. Wright, on the other hand, testified that on settling up the (old) accounts it was found that Chen Te Chi owed the sum of $17.000 odd, and on the new accounts there was the sum of $15.000 odd. As the accounts of both parties were conflicting and did not agree there was no evidence upon which to rely in giving judgement. Representatives of the firms, "Mei Ta", "I Kee" and others were ordered to make an examination of the accounts, but they were still found to disagree.

At last the Consul was requested

to

to instruct Mr. Wright to furnish a detailed statement of the amount of Chen Te Chi's old indebtedness to Russell & Co, the amount of the new indebtedness, stating whether interest had been added or not and whether the various purchases of sugar, amounting to over a thousand and nine piculs, together with the house property, cargo boats etc., seized at An Ping and Chi Kou have or have not been deducted from the claim. No statement of this kind, however, has ever been presented.

As to the sum of $36.462 63 claimed to be owing, this is the amount that Mr. Consul Crowell, in his communication of the 10th Moon of the 13th year of Kuang Hsü, requested the Governor to instruct the local authorities to take steps to recover. No judgement was rendered for that amount in the Court of the Magistrate of Taiwanfu.

Chen

Chen Ze Chi has frequently represented that Mr. Wright had taken possession of his property brought about his failure and had not acted in accordance with commercial usage.

If the case had been decided and judgement rendered how is it that Chen Ze Chi has never given a paper or bond to abide thereby?

Mr. Dunby further observes in his communication that "Mr "D. M. Wright was a clerk in "Russell & Co, and in his own "individual name gave the "likin bond in question (for opium) "and Russell & Co had nothing "to do with it."

Now with reference to this foreign bond, on account of Chen Ze Chi not having money to pay the likin on the opium, Russell & Co gave the bond for him, but no ready money was paid. After Chen

Ze

Ze Chi's failure the amount of this bond was included in the sum claimed by Russell & Co. The amount due the Likin office, however, China can herself collect. As the amount of the bond given by Russell & Co was not paid in ready money it should be deducted from the sum claimed.

Mr. Wright's having used his individual name for that reason it is not right to say that Russell & Co had nothing to do with the bond; further Mr. Consul Crowell should not have given up a bond (a copy) in exchange for the original one.

His Excellency Mr. Denby makes another observation, that "as to the "claim of Chen Ze Chi against "Mr. Hastings for $7.400 ×××× in "no event could a debt due from a "British subject be set off against "a debt due from a Chinese subject "to an American firm."

To this statement the Governor

would

would state that in his previous communications he merely remarked that Mr. Hastings was in debt to Chen Ta Chi and that the Consul had not investigated the matter and recovered the money. He did not state that it should be deducted from a claim due an American firm.

Again His Excellency Mr. Denby says, "From affidavits ××× it "appears that he (Chen Ta Chi) "owned nearly enough property to "pay the debt if it had been sealed "and sold ××× that the sureties "when the executed the bond ××× "owned property worth $185.000=. "×× It cannot be supposed ××× "that the sureties could legitimately "put their property beyond the reach "of seizure".

To these observations the Governor would remark that when the Consul's first communication was received in relation to Chen Ta Chi's

indebtedness

indebtedness, the local authorities arrested the defendant and the sureties, Shih Ying Tsan and others and took strenuous steps to recover the amount claimed; at the same time they attached (certain) property. At the time all the godown property etc., belonging to Chen Ze Chi had already been taken possession of by Messrs Russell & Co and there was nothing left. Chen Ze Chi was engaged in mercantile life and outside of his business he had no property whatever. The money owing him on various accounts, which was recovered and which amounted to $4,900 odd was paid to Messrs Russell & Co; this is on record.

The sureties Shih Ying Tsan, Kwang Yün Chou and Kwek Seen Da, have no property. Chen Kai Chin and Wu Yun Lang belong to a poverty-stricken family

8

of former properity and fame. The debts they owe to Chen Te Chi have never been recovered in spite of the steps that have been taken by the officials to collect them. Hence how could property of the value of $185.000 be put beyond the reach of seizure or in the name of other persons!

As to Mr. Denby's statement that there are affidavit (as to this property) the Governor would enquire why the names of the persons making these affidavits have not been given so as to enable the officials to summon them to confront Chen Te Chi and the sureties personally in Court and give their testimony. Affidavits alone cannot be taken as evidence. The acting Prefect of Taiwan, Mr. Chu, has already attached land belonging to Chen Kai Chin and Chu Lun Yang, situated in Chiang Tung Li in the Teng jurisdiction,

for

for account of their claim. The parties renting the land refuse to pay the grain rent and he proposed to allow these men to be released on bail so that they could collect the rent themselves, but we received a communication from Mr. Consul Crowell stating that the case had been submitted to the United States Minister at Peking and he would have nothing to do in the matter.

Now in the matter of this claim, the accounts of Russell & Co and Chen He Chi do not agree. If the parties interested do not confront each other in Court and have an examination of the accounts the local authorities will have no way of investigating and recovering the claim.

Now, besides having communicated with the British Consul requesting him to take action to recover the debt due by Mr. Hastings, as

in

in duty bound the Governor submits the foregoing report for the information of the Yamen.

To Treas 12 nov ✓ Mr Taylor

DIPLOMATIC BUREAU
NOV 11 1890

DEPARTMENT OF STATE
NOV 8 1890
RECEIVED.

No 1164.

Legation of the United States.
Peking September 26th 1890.

Mr. Denby to the
Secretary of State.

Subject
The new Chinese silver coinage

Synopsis.
Proclamation issued by order of the Viceroy of Chihli making these coins a legal tender. Results that may follow.

No. 1164.

Legation of the United States.

Peking September 26th 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to inform you that a proclamation has been issued by the Tientsin and Hokien Taotai, and the Customs Taotai at Tientsin, that the Canton dollar, and parts of dollars, made by the order of the late Viceroy, Chang Chih-tung, are a legal tender in any part of China.

Some

Some account of these new coins was given in my despatch No 1161 of the 12th instant. C.P.O.

The new coins have full Imperial sanction. The proclamation was issued by order of the Viceroy of Chihli, who is, also, Superintendent of Northern Trade. All merchants and others are ordered to receive these coins at their standard value.

There can scarcely be any doubt that the introduction of this coinage — should it be generally received and not tampered with until the dollars become chopped dollars — will work a financial revolution in China. It would not be too much

to

to anticipate that the establishment of a national bank may result therefrom, and that it may become the basis of a paper currency.

I have the honor to be,

Sir,

Your obedient servant,

Charles Denby

File

Mr Taylor

DIPLO... BUREAU.
NOV 11 1890

DEPARTMENT OF STATE
NOV 8 1890
RECEIVED.

No 1165.

Legation of the United States.
Peking, September 27th, 1890.

Mr. Charles Denby,
to the
Secretary of State

Subject
Acknowledging despatches.

No 1165.

Legation of the United States.

Peking, September 27th 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington D. C.

Sir:—

I have the honor to acknowledge the receipt of the following despatches from the Department, viz:—

No 548, of August 9th 1890, with Enclosure.

No 549 of August 11th 1890.

I have the honor to be,

Sir,

Your obedient Servant.

Charles Denby

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

DIPLOMATIC BUREAU
NOV 22 1890

Mr Denby

6

Separate

Legation of the United States.
Peking, October 1st, 1890.

— Wm. F. D. Chesbrough —
to the
— Secretary of State. —

— Subject —
Transmitting Statement of
Account for Loss by Exchange
for Quarter Ending the 30th
of September, 1890.

— — — — —

Separate. One Enclosure.

Legation of the United States.

Peking, October 1st, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington, D.C.

Sir:—

I have the honor to hand you enclosed a statement of my account for loss by Exchange for the Quarter ending the 30th of September 1890.

I have the honor to be,

Sir,

Your obedient servant

J. Bluethner.

Interpreter of Legation

Enclosure 1. Statement as above.

Mr. Denby

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

DIPLOMATIC
NOV 3 1890

No. 1.

Legation of the United States.
Peking, October 1st, 1890

Mr. F. D. Chesbrough
to the
Secretary of State

Withheld
Transmitting Salary Account
for the Quarter Ending the
30th of September 1890.

Separate. One Enclosure.

Legation of the United States.

Peking, October 1st, 1890.

To the Honorable

James G Blaine.

Secretary of State

Washington, D.C.

Sir:—

I have the honor to send you enclosed a statement of my salary account for the quarter Ending the 30th of September 1890.

I have the honor to be,

Sir,

Your Obedient Servant

F.D. Sheehan.

Interpreter of Legation

Enclosure 1. Statement as above.

DEPARTMENT OF STATE
NOV 28 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC 1 1890

No. Miscellaneous

Sep.

Legation of the United States
Peking, Octr. 1. 1890

Mr. Martin
to the
Secretary of State.

Subject

Salary account.
Exchange Loss.

No. 1.

Legation of the United States
Peking, October 1. 1890.

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D.C.

Sir:

I have the honor to enclose herewith, Statements of my "Salary" and "Exchange Loss" accounts, for quarter ending Septr. 30. 1890. I have made the usual "Exchange Loss" draft on you for $92.^{31}

I have the honor to be,
Sir,

Sir,

Your obedient servant,

Howard Martin.

Enclosures

Salary account,

Ex. Loss do ,

with Vouchers.

Mr Rockhill

DIPLOMATIC BUREAU.

NOV 22 1890

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

No 1166.

Legation of the United States.
Peking, October 1st, 1890.

— Mr. Charles Denby —
to the
— Secretary of State —

— Subject —
Transmitting Salary Account
for Quarter Ending September
30th, 1890.

— — — —

No 1166 One Enclosure.

Legation of the United States.

Peking, October 1st, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington, D.C.

Sir:—

I have the honor to hand
you Enclosed a Statement
1166 of my Salary Account for
the Quarter Ending September
30th, 1890.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1. Statement as above.

Wm Kierkamper

DIPLOMATIC BUREAU
NOV 22 1890

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

No 1167.

Legation of the United States.
Peking, October 1st, 1890.

— Mr. Charles Denby —
to the
— Secretary of State —

— Subject —
Transmitting Statement of
Rent Account for Quarter
Ending September 30th, 1890.

No 1167 One enclosure

Legation of the United States.

Peking, October 1st, 1890.

To the Honorable

James G Blaine

Secretary of State

Washington D.C.

Sir:—

I have the honor to hand you enclosed a statement
1167. of the Rent account of this
Legation for the quarter ending
September 30th, 1890.

I have the honor to be,

Sir,

Your obedient servant

Charles Denby

Enclosure 1. Statement as above.

DIPLOMATIC BUREAU.
NOV 22 1890

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

No 1168

Legation of the United States
Peking, October 1st, 1890.

— Mr. Charles Denby —
to the
— Secretary of State —

— Subject —
Transmitting Return of
Passports issued during the
Quarter Ending September
30th, 1890.

No 1168. One Enclosure.

Legation of the United States.

Peking, October 1st, 1890.

To the Honorable

James G Blaine

Secretary of State

Washington, D.C.

Sir:—

I have the honor to
hand you Enclosed a Return
of Passports issued by this
Legation during the Quarter
Ending the 30th of September 1890.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1. Return as above.

2D ASSISTANT SECRETARY.
Usual qualified approval.
NOV 21 1890

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

No 1169.

Legation of the United States.

Peking, October 4th 1890.

DIPLOM... U.
NOV 23 1890

Mr. Denby to the

Secretary of State.

Subject

Oversight of German interests at Foochow by American Consul.

Synopsis

The German Minister at Peking requests that Mr. Gracey be authorized to supervise German interests at Foochow. Mr. Denby consents.

No 1169.

Legation of the United States.

Peking, October 4th 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to inform you that His Excellency Mr. von Brandt, Minister of Germany, has requested me that Samuel L. Gracey Esqr, the present American Consul at Foochow be authorized to continue to render at that port to German interests the friendly services which his predecessors there have

have, for so many years, extended to them. I have taken great pleasure in consenting thereto and have so notified Mr. von Brandt and Mr. Tracey.

Mr. von Brandt also returns thanks to Mr. Campbell for the kind and efficient manner that he has, during the last eighteen months, represented the interests of Germany at Foochow. Mr. Tracey has been directed to communicate this expression of thanks to Mr. Campbell.

All of which is submitted for your approval.

I have the honor to be, Sir,
Your obedient servant,
Charles Denby

Slip-

2d ASSISTANT SECRETARY.
Copy Despatch, with original accompaniment, to Dept of Agriculture.
NOV 21 1890
Soaek.

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

DIPLOMATIC
NOV 22 1890

V 24 mw

V

No 1170

24 mw

Legation of the United States.

Peking, October 6th 1890.

Mr. Denby to the

Secretary of State.

Subject

Silk culture in China

Synopsis

Encloses pamphlet prepared by

Mr. F. Kleinwachter.

One enclosure.

No 1170.

Legation of the United States.

Peking, October 6th 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D. C.

Sir:

I have the honor to

enclose a pamphlet on silk

prepared by Mr. F. Kleinwachter,

late Commissioner in the

Imperial Maritime Customs.

In 1880 the Inspector-General

of Customs issued a circular

stating that M. Rondot, President

of the Lyons Chamber of Commerce,

had requested that enquiries

should

should be instituted into Chinese sericulture and the Commissioners of Customs were directed to report thereon.

Afterwards, in 1882, M. Rondot requested Mr. Kleinwachter to extend his enquiries and this gentleman was permitted by the Inspector-General to undertake the work. This pamphlet contains the result of his investigations.

It is difficult to prepare an abstract of this paper without it's being extended to great length. A few salient points, however, may be noticed. Mr. Kleinwachter discovered that Chinese worms have been

infected

infected for years with a disease called pebrine (in Chinese the pepper dust sickness) and with other diseases, one of which is called flacherie. On account of these diseases he expresses the fear that silk culture in certain districts in China may become extinct.

Mr. Kleinwachter prepared a set of rules to be adopted by the Tungli Yamên, having for their object to improve sericulture. The first rule contemplated the establishment of a silkworm nursery in the center of each silk district.

The second provided for the breeding of silkworms by the

manufacture

manufacture of healthy eggs, after Mr. Pasteur's system.

The third contemplated the introduction of the newest silk reeling appliances.

The fourth provided that the head of the new establishment should be located at Shanghai.

Under the fifth rule pupils were to be drafted from the new establishment and sent to the various silk centers to establish nurseries and carry on the work.

Mr. Kleinwachter shows that there has been an annual diminution at Shanghai, for eight years, in the quantity of silk exported, of 20.000 piculs, representing a total annual

loss

loss of Taels 6.500.000. He urges with great force the adoption of his scheme by the Chinese Government, but, so far, his views have not been acted on.

The pamphlet also contains a report on Japan silk culture, with special regard to Mr. Pasteur's system for the discovery and eradication of diseased silk worms. It contains also various tables showing results of experimental breedings of silk-worms at Montpellier and results of microscopic examinations made at Chekiang. It concludes with drafts of rules for the establishment of a central office for sericulture at Shanghai.

J

I send it forward in the hope that it may be serviceable to silkgrowers in the United States.

I have the honor to be,

Sir,

Your obedient servant,

Charles Denby

Enclosure:

"Silk": a pamphlet as above.

Mr. Kirkwood

DIPLOMATIC BUREAU.

NOV 22 1890

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

Sep. 1

Legation of the United States.

Peking, October 7th 1890.

Mr. Denby Jr. to the

Secretary of State.

Subject

Salary Account.

Two enclosures.

Sep.

Legation of the United States.

Peking, October 7th 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to enclose, herewith, my account for salary for the quarter ending Sept. 30th 1890. Against this I have drawn my draft on Messrs Morton Rose & Co, London.

I enclose also my account for loss by exchange on this draft, showing a balance of $87.99 due to me, for which I have drawn my

my draft on the Honorable Secretary of State.

I have the honor to be,

Sir,

Your obedient servant,

Mr Denby

DIPLOMATIC J.

NOV 22 1890

DEPARTMENT OF STATE
NOV 20 1890
RECEIVED.

No 1171

Legation of the United States
Peking, October 7th, 1890.

— Wm Charles Denby —
to the
— Secretary of State —

— Subject —
Transmitting Statement of
account for loss by Exchange
for the Quarter ending the
30th of September 1890.

———— - - - - ————

1

No 1171 One Enclosure.

Legation of the United States.

Peking October 7th, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington D.C.

Sir:—

I have the honor to transmit you herewith a statement of my account for loss by Exchange for the quarter ending the 30th of September 1890.

I have the honor to be,

Sir,

Your Obedient Servant.

Charles Denby

Enclosure. Statement as above.

DEPARTMENT OF STATE
NOV 28 1890
RECEIVED.

2D ASSISTANT SECRETARY.
Allow $400. Instruct as to detailed vouchers, statement of account, draft &c.
DEC 1 1890

DIPLOMATIC BU
DEC 3 189

No. 1172

Legation of the United States,
Peking, October 9. 1890.

Mr. Denby
to the
Secretary of State.

Subject.

Minister asks that a sum of money be allowed to buy furniture for the public rooms of the Legation.

No. 1172

Legation of the United States,
Peking, October 9, 1890.

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D. C.

Sir:

I have the honor to request that I be authorized to expend a certain sum of money, say from four to six hundred dollars, in the purchase of lamps, carpets, and other necessary furniture for the public rooms of this Legation, and to draw a special

special draft for the amount thereof.

As a precedent for this expenditure, I cite the action of your predecessor who, during his term of office, made allowances of this character amounting to about $1200.

The remoteness of Peking, the small size of the foreign community, the impossibility of disposing of property on the retirement of a minister, the necessity of entertaining native and foreign officials, the fact that all other governments more or less

furnish

furnish their Legations, the moderate salary attached to the minister's office compared with the salaries of other foreign ministers, and a proper personal and national pride in the appearance of the Legation, are some of the arguments in favor of this allowance.

I have the honor to be, Sir, Your obedient servant, Charles Denby

DEPARTMENT OF STATE
NOV 28 1890
RECEIVED.

Mr Crosby

No. 1173

Legation of the United States,
Peking, Octr. 16. 1890.

DIPLOMATIC BUREAU.
DEC 9 1890

Ack. 13
10 "Dec 90- allowed.

Mr. Denby
to the
Secretary of State

Subject

Seizure of goods by Chinese authorities of China, that were in excess of Amount specified by Transit Pass.

Synopsis

The Minister is appealed to to request the Imperial Government to return goods; failing in this to request joint investigating Comt.

No. 1173

Legation of the United States,

Peking, October 16. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to inform you that I have received from Henry W. Andrews, Esqre, U. S. Consul at Haukow, a despatch with voluminous enclosures relating to the seizure and confiscation of certain goods belonging to Mr. H. Andrew Jenkins,

on

an American citizen residing at Harkow. I append, hereto, a copy of the despatch of Mr. Andrews and a copy of the statement of Mr. Jenkins. Briefly, the facts are that Mr. Jenkins took out a Transit Pass for the shipment up the Yangtze of 108 packages of goods. Among these were 63 packages of Drills. But because it was raining Mr. Jenkins' employes took 67 packages of Drills in addition to the 63 packages and put them aboard the boats. Mr. Jenkins' allegation is that

these

these 67 unspecified packages were to be used to cover the goods which were already on the boats. Rain is alleged as the excuse for this enormous number of Extra packages. But the Consul says that it rained "only ½ of an hour" during the day. The Lekin authorities confiscated the extra 67 packages of Drills. I am appealed to to endeavor to procure an order from the Imperial Government for the return of these goods, and failing in that to procure an order that the questions involved

&c

be heard by a joint commission representing the two nationalities.

I have informed Mr. Andrews in a communication of which a copy is enclosed that I will take no action in the matter until instructed to do so by you.

The whole question is governed by the "Convention for the Regulation of Trade" concluded November 8. 1858, which is found in the "Treaties of the United States" Edition of 1889, p. 169. Rule 7 on page 174 treats of Transit Dues." Under these rules notice of the "nature

and

and quantity" of goods to be shipped under Transit Pass must be given and any attempt to pass goods without compliance with the rules makes them liable to confiscation. I have very little doubt that these goods were and are liable to confiscation, but I submit the matter to your decision. It will be seen that I state that it is desirable to secure Regulations providing for a joint Commission to hear questions of forfeiture under the Lekin rules on the Yangtze. There are no such rules

now

now existing. Since Chunking is opened to trade the matter may be more important. The Rules per joint investigation of 1868, see Hong Kong Chronicle and Directory 1890 p. 200- apply only to seizures by Customs officers and not to seizures by Likin officers.

I have the honor to be,

Sir,

Your Obedient Servant,

Charles Denby

Copy.

Hankow, China,
Sept. 26. 1890

To His Excellency
Charles Denby Esqre.
Washington

Sir:

I have the honor to enclose herewith, copies of the original documents in a case that I have been trying to settle or adjust with the Taotai of Hankow in relation to the seizure and confiscation of certain goods, the property of an American Merchant here, M. A. Jenkins.

Dispatches herewith, from Letters "A" to "L" inclusive are exact copies of the whole

whole correspondence and will explain themselves and my position. I would say this, however, in explanation of the position of the goods when seized. The goods were taken, as is the custom, from the Customhouse jetties, in three small open boats and were on their way to be loaded on board the junk which was to take the goods up the river to the port of destination, which junk was lying in the Han river where the up-river junks anchor awaiting cargo. It was at the first Likin guard boat station, about 500 yards from the Customs

Jetties

jetties, and inside the Port Mak
the goods were lying in the
boats awaiting the Transit Pass
that is issued later in the
day after the Customs exam-
ination of the goods. There
was no attempt at any
concealment and the goods were
in use as tarpaulins on the
top of each of the several
boats' loads and it was explained
why they were here. The
weather record as I took
it myself from the Customs
record of the weather for
the 23 July was as follows:
3 am: clear, 9 am: clear,
3 PM: rain (1/8 hour) - 9 PM: clear.
Rains come here over a more

or

or less limited area and it may have rained even more than this shows, and it certainly did not rain without looking threatening enough to put covers on goods exposed in open boats. Aside from this, however, I think my position correct in requiring the matter should be proceeded with in accordance with the Treaty Regulations between "The United States of America and the Chinese Empire" Art. XXX and the "Rules for joint investigation in cases of Confiscation and fine by Customhouse authorities as agreed to and promulgated by the British

Minister

Minister at Peking, 31 May-1868."
I hold that the Lekin and
"Custom-house are in this sense
one and identical. I would
ask you to get such an order
from the proper authorities
in Peking as will cause the
matter to be put into a proper
shape for trial of the case or if
possible an order commanding
the release of the goods on the
presentation of the facts as sub-
mitted, herewith.

I am, sir,

Your obedient servant,

Signed Henry W. Andrews.

"A."

Hankow China Aug. 1. 1890.

To His Excellency

the Taotai, Hankow.

Sir:

I beg leave to present to you for your favorable consideration the enclosed petition, which has this day been presented at this Consulate. I would respectfully state that the boat-note states that there were the 16 and 40 pieces of the loose goods on board. The 16 pieces were to be used for covering in the future re-handling of the goods, and were embraced in the Customhouse Transit Pass. The 40 pieces were in use as covering against the rain that was then falling and

would have been returned to the godown when the goods were loaded on the up river Junk. The 27 pieces were declared verbally, & am told by the boatmen, to the guard boat and it was explained that they were in use the same as the 40 pieces. Under these circumstances I would ask you to kindly order the release of the goods and their restoration to the petitioner. The 16 pieces were in the Customhouse Transit Pass and the 40 pieces declared in the boatnote, and should not have been disturbed. Your officer's error in taking these goods already declared

Will

will offset the error of the petitioner in not getting in writing the declaration of the 2½ piece. I have enclosed for your inspection, the original boat-notice, which, however, the Lekin Deputy has altered without authority or consent of the petitioner, by the insertion of one line between the 1st. and 2nd. lines of the note. Awaiting your favorable decision, which I pray may be given at an early moment,

I am, Sir,

Your obedient servant,

(Signed) Henry W. Andrews,

United States Consul.

Hankow Augt. 1. 1890.

H. W. Andrews Esqre,

U.S. Consul, Hankow.

Sir.

I beg to bring to your notice the following: On the 23d July I passed the following goods through the Customs under transit.

63 packages Drills
31 " Grey Shirtings
3 " T Cloth
4 " Shirtings
1 " Lasting
4 " Dyed Cottons
2 " White Shirtings
108 " in all. With these packages there were 16 pieces Drill loose which are used for the purpose

of

of covers and were included in the Transit Pass. As the day was showery there was placed on the 3 boats 40 pieces of Drills to be used in covering the goods, notice that the 40 pieces of Drills were in the boat was given the Lekin-guard-boat. As the rain was heavy the boatman took from my godown 27 more pieces of Drills for covering, through some mistake the Lekin-guard-boat was not informed in the boat note but was verbally told that these 27 pieces were there. The whole 83 pieces of Drill have been taken by the Lekin officer, who informs

me

me he intends to retain them.
The question whether these 83
pieces of goods are to be
confiscated is to be settled
by you and the Taotai and
the Lekin officer has no right
to act as he has in this
matter. I respectfully request
you will bring this matter
to the notice of the Taotai.
I did not bring this to
your notice sooner as I thought
the Lekin officer would
give up the Drills as soon
as the matter was explained
to him, but he was very un-
reasonable and would not release
the goods.
I am sir &c. &c
(signed) M Andrew Jenkins.

"6."

August 12. 1890.

To His Excellency
the Taotai
at Kaulun.

Sir:

I have the honor to respectfully call your attention to my letter of August 1st and to the fact that I have had no advice from you of any decision on the matter herein before referred to. You will confer a favor by giving the matter an early and I trust favorable consideration.

I am, sir,
Your obedient servant,
(Signed) Henry W. Andrews
U. S. Consul.

"D"

Hankow Augt 12. 1890.

Received " 12. 1890.

From Kiang Daotai

to H.W. Andrews,

U.S. Consul for Hankow,

Kiukiang and Ichang.

I am in receipt of your dispatch in which you inform me that you are in receipt of a petition from Mr. M. A. Jenkins, who says: "on the 28d July he passed through the Customs 108 packages of goods under Transit Pass. These 108 packages contained 16 pieces Drills used for covering purposes and besides 67 pieces Drills also used for covering purposes. these 83 pieces the Lekin officer has taken and

he

he requests you will obtain their release - You also enclose a boat-note. I would say in reply, I sent copy of the boat-note to the Lekin officer for an explanation, so that I could form a decision how to act. The Lekin officer "Yu" has sent the following reply - "I would say that when goods under Transit Pass arrive at a Lekin Barrier, the Transit Pass is the only document recognized, and the goods that are named in the Pass are allowed to pass, those found not mentioned in the Transit Pass are confiscated according to Regulations - this rule is always

always carried out. There is no other form of Pass besides the Customs Transit Pass. The boat-note is only used to represent the quantity of goods and is not a Pass or Permit to free the goods of dues or duty; these boat-notes are only used to note the quantity of goods and are recorded on the guard-boat, but the goods await the Transit Pass before they are released and any that are found beyond those named in the Pass are reported by the guard-boat to the Lekin officer who orders the goods to

be

be confiscated. Should the guard-boat officer make any mistake, there is an officer sent to make a new report. The guard-boat officer has no right to release goods on his own responsibility. On the 23d July, there was presented to the guard-boat Transit Passes for 108 packages of goods, also 16 pieces of covering Drills. The goods and Passes were found to agree, but, besides, there were 67 pieces Drills in the boat for which there was no Transit Pass, at the time the guard-boat officer sent the 83 pieces of Drills, the boat-note and

Transit

Transit Passes to my office, I found 16 pieces were on the Pass and told the Merchant (Mr. M. A. Jenkins) he could have them but he would not take them unless I gave up the other 6x pieces of Drills. I at the time released the 108 packages of goods which were correct. I also informed the merchant I was only carrying out the Regulations and could not give up the 6x pieces Drills. The 16 pieces Drills are in my office, the merchant can have them when he wants them. The 6x pieces have been sent to the head Lekin Office;

office; the officer in charge informs me they have been confiscated and the Nicuroy and Taotai have been informed of it. The 67 pieces are not on the Transit Passes and should be confiscated; it does not matter what uses the cloth was put to. I have examined the Regulations regarding Transit Passes and do not find any rule allowing other cloth besides what is named in the Pass to be passed.

The 23d July was a very clear day and no rain. Any one knows that. At the time what goods should be released,

I

I released; what should be returned, I returned; what should be confiscated was confiscated. I carried out the Rules and Regulations. The letters written in the boat-note should have been written. If boat-notes can be used as certificates to pass goods, the Transit Pass is an unnecessary document. There is no rule to allow the boat-notes to pass goods duty free. Having been instructed to furnish an explanation I now forward this reply. The 16 pieces of Drills are in my office and the Merchant can have them when he wants them.

It

is now my duty to address you, the Hon. Consul this reply; please let the Merchant know its contents.

August 14. 1890.

To H. E. the Taotai
at Kaulun.

Sir:

I have the honor to acknowledge the receipt of your despatch of Augt. 12. I am much surprised at the information contained in it. There is a regular manner of procedure plainly laid down for all cases where goods have been detained by Customs authorities. The Treaty between the United States and China and the "Rules for joint investigation in cases of confiscation and fine by Chinese Customhouse authorities" give a regular process by

which

which alone goods can be
taken and held by the
Customs Authorities. I must
ask first of all that the
goods in question be at once
returned to your jurisdiction
and then that a hearing of
the case before the proper
authorities be at once granted
A Kelin officer has no more
right to confiscate goods
belonging to an American
citizen than I have. He can
only proceed to detain them
in a regular lawful way
and report the matter to his
superiors for their decision.
I had supposed that the
explanation made in my
despatch

despatch of Augt 1st was
sufficient to induce the re-
lease of the goods, otherwise
I should have requested the
hearing of the matter by the
proper parties at that time.

I am, sir, &c &c

(Signed)

Henry W. Andrews

U.S. Consul.

"J"

August 29. 1890.

To H.E. the Taotai,
at Hankow.

Sir:

My despatch No. 9 of the 14th Augt. remains unanswered by you. I should respectfully request that you will signify whether it meets with your approval to comply with my request therein contained or no. An early reply will, I trust, ~~be~~ soon but right.

I am, Sir, &c &c
(Signed) Henry W. Andrews
U.S. Consul

Copy
15

"G"

September 15. 1890.

To N. E. the Taotai,
at Kaukow.

Sir.

I have the honor to call your attention to the fact that my despatch No. 9 of the 14th August, and No. 11 of the 29th August, on the same subject remain unanswered. I would respectfully ask that you will give the matter your immediate attention and my despatches an early answer.

I am &c
(Signed) Henry W. Andrews
U.S. Consul.

Haukow, Septr. 16. 1890.

Received " 17. 1890.

From Kiang Daotai

to Henry W. Andrews, Esqre.,

U. S. Consul for

Haukow, Kinkiang and Ichang.

On the 9th Septl. 1890, I received from the official in charge of the head Lekin office at Wuchang the following reply. "I have your despatch in which you inform me that the Lekin office at Haukow had detained 67 pieces of Drills which the firm of Mr. M. A. Jenkins were sending away (or shipping) as they were not included in the Transit Passes presented and which should be confiscated

confiscated in accordance with Regulations." You observe that as 40 pieces were described in a boat-note, which was signed by the guard-boat, these 40 pieces should be treated in a different manner from cases of direct attempts to defraud the Lekin revenue and you request a reply." I at once wrote to the officer in charge of the Lekin office at Kaukow for an explanation; the officer "Yu" has forwarded the following reply. "It is the rule when goods are in transit under Transit Passes, for the Lekin officer to examine and

pass

pass the goods when they come to a station. The guard-boat mentioned is the examination station for Transit goods. The Examiner reports to the officer, goods mentioned in Transit Passes are allowed, those found over are confiscated. After the goods and passes arrive at a Lekin Barrier they are entirely under the control of the Lekin officer and the Customs authorities have no further control. There is no such ruling as that the goods should be sent to the Taotai's office for a settlement. This has been the rule for a number of cases. The boat-note is the Merchants memo. to the

Guard.

guard-boat and is only used to show what is in the boat. It is not a proof to pass the goods duty free. This fact I have already stated to Taotai When the goods-passes and the boat-notes arrive at the guard-boat the goods which are found in the Passes are entered in a book and as the boat-note contains a lot of goods, all the Examiner can do is to make a note of what goods are liable to be confiscated. This has always been the rule, and he signs the boat-note to shew he has it. The boat-note should only contain the correct amount

of

of goods to agree with the Transit Passes; if more goods are on the boat note it is a clear case that fraud was intended. Now the stamp or signature on the boat-note shows that so many packages that is 108 were correct and so many pieces are liable to be confiscated, the correct have been released, the incorrect retained. If the boat-notes are to be duly proof to pass goods what is the use of the Transit Pass?

The Transit Passes contained 16 pieces which were not mentioned in the boat-note although taken from the boats will be returned

returned when the merchant will take them away. This shows that the Transit Pass is the proof and not boat-note. The rule is Transit Pass are the proof when the boat-note does not contain the goods but Transit Pass does the goods are released - when boat-notes contain goods not mentioned in the Pass the goods are confiscated." This is always the rule. "I would say in regard to the reply of the deputy in charge of the Lekki office, it agrees with the ruling and that is all goods found not on the Transit Pass are to be confiscated and I now send you

R. Culleney

Excellency this reply."

The above reply having been received, it is my duty to address you, the Kankon Consul, for your information.

Copy
1m
1

"I"

Sept 18. 1890.

To H.E. the Taotai
At Hankow

Sir:

I have the honor to acknowledge the receipt of your despatch of the 16th inst., and have carefully noted contents. You have not granted the request made of you made in my despatch of 14th Aug, nor signified your refusal. As to the right or wrong of the Merchant in the case, I must decline to enter into any discussion until such a time as it can be done in the manner laid down in the line plainly stated

and

and agreed to in "the joint Treaty between the United States of America and the Chinese Empire" art. 30, and the "Rules for joint Investigation in case of Confiscation or Fine by Customhouse Authorities as agreed to and promulgated by the British Minister at Peking, May 30. 1868." I would most respectfully ask a plain answer, whether you will grant the request made as above and in my despatch of Aug. 14. or not, as failing in learning your assent to my request, I propose to carry the matter to Pekin at once for decision there. For the purpose of reaching an early

early decision in the case.
I would respectfully ask
a speedy reply and a plain
answer.

I am, sir, &c &c

(Signed) Henry W. Andrews
M. L. Conant

"K" 1

Kaukow, 23d Septr 1890

Received 24 " "

From Kiang Taotai

to Henry W. Andrews

U.S. Consul for Kaukow

Kinkiang and Kiang.

On the 19th inst. I received your despatch in which you call my attention to the case of M.A. Jenkins, who complains that the Lekin official had seized some Drills of his - and you request a reply. I would say in answer, the collection of the Lekin revenue of this Province is managed by a head Lekin Office which is situated in the city of Nuchang; an officer of the rank of Taotai is in charge.

charge. All the Lekin offices and Stations in the Province are under Regulations issued from the head office. The case in question is under the control of the Lekin management; I have already communicated with the officer in charge, and have received his reply as follows: "Goods under Transit Pass when arriving at a Lekin Station are examined and passed by the officer in charge. The goods covered by the Pass are released. Any goods found not covered by the Transit Pass are confiscated. This is according to its Regulations.

The

The Transit Pass is the permit to pass — the boat note is the Merchant's memo of quantity and is not a Customs permit. The 67 pieces of drills which were confiscated were not covered by the Transit Pass, therefore confiscating them was correct — and there was no other way of settling the case."

The above reply I have already presented to you, I having again received your request in regard to this question it is now my duty to address you, the Kaukow Consul, this reply.

"L"

Sept. 27. 1890.

To H.E. the Taotai
at Newchwang.

Sir.

I have the honor to acknowledge the receipt of your despatch of the 23d inst. Failing at arriving at any satisfactory conclusion of the case I have appealed the whole matter to Peking. I have forwarded copies of all the correspondence in the case and submitted it to the American Minister for Settlement.

I am, sir, &c &c
(Signed) Henry W. Andrews
U.S. Consul

44

No. 88

Legation of the United States,

Peking, Oct. 16. 1890.

Henry W. Andrews, Esqre

U. S. Consul, Hankow.

Sir:

I have the honor to acknowledge the receipt of your despatch No. 7 of the 26th ultimo, relating to the seizure by the Likin authorities of certain goods belonging to Mr. A. Andrew Jenkins. You request me to procure an order from the Imperial Government for the return of the goods or for a hearing of the case by a joint commission. Under the rules laid down by the Depart-ment governing the presentation

of

of claims to the Imperial Government, the minister must procure the sanction of the Secretary of State before presenting any claim. It is true this is not a claim for any money damages, but if the goods are not returned damages would necessarily be claimed. This course is best for Mr. Jenkins, because I very much doubt whether he is entitled to any remedy. I do not see that Art. 25 of the Treaty of 1844, if that is the article that you cite, has any bearing whatever on the question involved. The case is governed by

The

the "Convention for the Regulation of Trade", concluded November 8. 1858, which is found in the "Treaties of the United States' Edition of 1889 p. 169. This convention is appended to the Treaty of 1858 of the United States with China. Rule 7 on page 177 treats of "Transit Dues." One of these rules provides that notice of "the nature and quantity of goods to be shipped under a Transit Pass shall be given. Another provides that "any attempt to pass goods" not in compliance with the rule "will render them liable to confiscation."

Amy

"any attempt to pass goods in excess of the quantity specified will render all the goods of the same denomination named in the certificate liable to confiscation."
Mr. Jenkins states over his own signature that he took out a Transit Pass for 63 packages of Drills, and that his employees put aboard the boats 67 more packages which were not specified in the Transit Pass. It does not at all matter that the allegation is made that no fraud was intended. Fraud is not a necessary

element

element in Revenue cases. It need not be averred or proved, and its absence constitutes no defense. You may be able to satisfy the Lekin office that the goods confiscated ought as matter of grace to be returned because the circumstances show absence of fraud, but the Tsung-li Yamên will certainly not overrule the Lekin office in such a case as this. You leave me in the alternative failing to get an order for the return of the goods to have the

matter

matter submitted to a joint commission. It would be exceedingly desirable if questions touching confiscations under the Lekin Regulations on the Yangtze were referred to a joint commission as provided in the "Rules for joint Investigation in cases of confiscation and Fine by the Customhouse authorities," agreed to May 31. 1868 - see Chronicle and Directory for 1890, p. 200. But these rules in the title cited and in the text refer only to "Seizures by Customhouse Officers." That they never have been applied to

Lekin

Lekin matters is proven by the fact that in 1883 special rules were agreed on affecting only the two Southern Provinces - Kwantung and Kwangsi. I shall endeavor to procure the Imperial Government to adopt similar rules applicable to the Yangtze, but it will be very difficult to do.

I will communicate to you the decision of the Honorable Secretary of State on this question.

I am, Sir,

Your obedient servant,

(Signed) Charles Denby.

DEPARTMENT OF STATE
NOV 28 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC 1 1890

No 1174.

Legation of the United States.
Peking, October 16th, 1890.

— Mr. Charles Denby —
to the
— Secretary of State —

— Subject —
Duplicate Salary Account
for Quarter Ending September
30th, 1890.

No 1174 One Enclosure.

Legation of the United States.

Peking, October 16th, 1890.

To the Honorable

James G. Blaine.

Secretary of State

Washington, D.C.

Sir:—

I have the honor to

1174 transmit you enclosed duplicate statement of my salary account for the quarter ending September 30th, 1890.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1.

Duplicate statement as above.

Dip.

Mr. Kirkhorfer

DEPARTMENT OF STATE
NOV 28 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC 1 1890

No. 1175.

Legation of the United States.
Peking, October 16th, 1890

Mr. Charles Denby
to the
Secretary of State.

Subject
Duplicate Statement of Rent
Account for Quarter Ending
the 30th of September 1890.

No 1175 One Enclosure.

Legation of the United States.

Peking, October 16th, 1890.

To the Honorable

James. G. Blaine,

Secretary of State

Washington, D.C.

Sir:—

I have the honor to
1175 hand you Enclosed Duplicate
statement of the Rent Account
of this Legation for the Quarter
Ending September 30th, 1890.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1. Duplicate Statement as above.

DEPARTMENT OF STATE
NOV 28 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC 1 1890

No 1176.

Legation of the United States.
Peking, October 16th, 1890.

Mr. Charles Denby
to Mr.
Secretary of State

Subject

Duplicate statement of Passports
for Quarter Ending the 30th
of September 1890.

No 1176 One Enclosure.

Legation of the United States
Peking, October 16th, 1890.

To the Honorable
James G. Blaine,
Secretary of State
Washington, D.C.

Sir:—

I have the honor to
hand you enclosed duplicate
1176. statement of Passports issued at
this Legation during the quarter
Ending September 30th 1890.

I have the honor to be,
Sir,
Your Obedient Servant
Charles Denby

Enclosure 1. Duplicate Statement as above.

Meeker & Co

DEPARTMENT OF STATE
NOV 28 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC 1 1890

No 1177.

Legation of the United States.
Peking, October 16th, 1890.

Mr Charles Denby.
to the
Secretary of State

Despatch.

Duplicate Statement of account for Loss by Exchange for quarter Ending the 30th of September 1890.

No 1177. One enclosure.

Legation of the United States
Peking, October 16th, 1890.

To the Honorable
James G. Blaine
Secretary of State
Washington, D.C.

Sir:—

I have the honor to hand you enclosed duplicate
1177. statement of my account for
loss by exchange for the quarter
ending the 30th of September 1890.

I have the honor to be,
Sir,
Your Obedient Servant
Charles Denby

Enclosure 1. Duplicate statement as above.

Mr Cleveland

DIPLOMATIC BUREAU.
DEC 4 1890

McClure's Mr Cleveland

DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

Separate.

Legation of the United States.
Peking, October 21st, 1890.

— Wm. F. S. Sherman —
to the
— Secretary of State —

— Subject —
Transmitting Duplicate Salary
Account for the Quarter
Ending the 30th of September
1890.

Separate. Our Enclosure.

Legation of the United States.

Peking, October 21st, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington, D.C.

Sir:—

I have the honor to hand you enclosed a duplicate statement of my salary account for the quarter Ending the 30th of September 1890.

I have the honor to be,

Sir,

Your obedient Servant

F.D. Thurlow.

Interpreter of Legation

Enclosure 1. Duplicate Statement as above.

Mr Cutler
Mr Luedtke

DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC 4 1890

Mr Rockhill

Separate.

Legation of the United States.
Peking, October 21st, 1890.

— Wm. F. D. Sheehan —
to the
— Secretary of State —

— Subject —

Transmitting Duplicate Statement of account for Loss by Exchange for Quarter Ending the 30th of September 1890.

— — — —

DEPARTMENT OF STATE
OCT 8 1920
RECEIVED

Separate. One Enclosure.

Legation of the United States.

Peking, October 21st, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington, D.C.

Sir:—

I have the honor to hand you Enclosed a duplicate statement of my account for Loss by Exchange for the Quarter Ending the 30th of September 1890.

I have the honor to be,

Sir,

Your Obedient Servant

F.D. Chesbrough

Interpreter of Legation

Enclosure 1. Duplicate Statement of Above.

2d ASSISTANT SECRETARY.
To Secy of Treasury, as cut, for his information
DEC 4 1890

DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

DIPLOMATIC BUREAU
DEC 4 1890

To Treas 8 Dec

No. 1178

Legation of the United States,

Peking, Octr. 21. 1890.

Mr Denby

to the

Secretary of State

Subject

The Financial Condition of China.

Synopsis

"Foreign Loan" fallen through. Want of money to meet current expenses. Suffering and discontent of the people.

No 178

Legation of the United States,

Peking, October 21. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

It may, perhaps, interest you to know that the negotiations between China and various syndicates of capitalists, who have been endeavoring for some months to make a loan to China of Taels 30,000,000, have been suspended. The uncertainty as to the future prices

of

of silver was one of the causes that produced this result. Another and perhaps the most important was the disinclination of the Imperial Government to issue an Imperial Decree sanctioning this loan. The foreigners interested insisted that this loan should be made to the Imperial Government directly and be approved by the Emperor in a Decree issued by him. The Chinese desired that the business should be done with the officials of the Imperial household, who have usually borrowed money in their own

own names. It was given out that this loan was to be made for the purpose of building a Rail Road into Manchuria, (but, it was well known that at least half of it would be applied to the expenses of the Imperial household.) The Chinese are generally averse to contracting obligations in foreign countries. So much is this the case, that it was lately widely rumored in Peking that Prince Kung was offered a position in the Government service owing to the sickness of Prince Chun and that the Prince declined the offer

except

except on condition that no foreign loan should be made and no Railways built.

The sickness of Prince Chun and the death of the Marquis Tsëng leave the progressist party in China practically without leaders. Li Hung Chang has met with so many rebuffs, and has besides, his hands so full of other business, that he can no longer be relied on to push schemes of improvement.

While the credit of China in the financial centres of the world is undoubtedly good, still there is great internal distress for money.

The

The late floods were the most disastrous ever known. Hundreds of thousands of homes were destroyed, and millions of people are left homeless and starving. It is a fixed Chinese idea that when disaster comes the Government must supply the remedy. Relief also must come in voluntary payments, and not in compensation for labor performed. Thus the millions of Taels that China and the foreigners give every year to relieve the poor do not produce any but temporary results. China today has to face famine, floods, poverty,

rebellions

rebellions here and there, dis-
satisfied soldiers, and a
discontented people. (In
Formosa things seem to be
going from bad to worse.
The aborigines are troublesome
and the people almost in
revolt. Liu Ming Chuan, the
Governor, has been degraded
in rank but allowed to
retain his office.) At no
time since I have been in
China have there been more
demands on the Imperial
Treasury and never has the
Government been so hardly
pushed for money. (Externally
also, affairs are not satis-
factory. There is an ever
present

present fear of the schemes of Russia and a constant dread as to the future of Corea. Yet it would seem today that the reactionary party are in the ascendancy and that China will take no steps to protect her frontiers by building Railways.

omit

I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

Mr Charles
Mr Ted Thorpe

DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

Receipt

No 1179.

Legation of the United States.
Peking, October 21st, 1890,

Wm Charles Denby.
to the
Secretary of State.

Subject.
Transmitting statement
of Contingent Account
for Quarter Ending
September 30th, 1890.

No 1179 One enclosure

Legation of the United States.
Peking, October 21st, 1890.

To the Honorable
James G. Blaine.
Secretary of State
Washington, D.C.

Sir:—

I have the honor to
hand you enclosed a statement
of the Contingent Expenses of
this Legation for the Quarter
ending the 30th of September
1890.

I have the honor to be,
Sir,
Your Obedient Servant
Charles Denby

Enclosure 1.
Statement as above.

2d ASSISTANT SECRETARY.
Ack by subject & file.
aaa
DEC 5 1890

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DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

No. 1180.

Mr Conger

Legation of the United States,
Peking, Octr. 21. 1890.

DIPLOMATIC BUREAU.
DEC 5 1890

Mr. Denby
to the
Secretary of State

Subject
Taxation of native Opium.

Synopsis
Energetic measures to be taken to collect a tax. The rate fixed by some officials of Taels 34.70 the 100 Catties.

No. 1180.

Legation of the United States,
Peking, October 21. 1890.

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D.C.

Sir:

The growth of native opium in certain of the Provinces of China, as for instance, Manchuria, North Chihli, Shangsi, Szuchuen, Yünnan, Kweichow, Shensi, and Hunan, has become enormous. Its production has injurious effects on the Indian trade, and

Consequently

consequently on the revenues of the Maritime Customs. For a long time the officials in various parts of China greatly antagonized the culture of opium. But, it would seem now that all opposition has been suspended and the trade is to be regulated and not abolished, and means are to be devised to secure revenue from the sale of native opium approximating, at least, to that which results from foreign importation of the drug. In former years native opium paid Taels 30

per

per 100 Catties, with a few cash added at its destination. Sir Robert Hart, Inspector General of Customs, lately recommended to the Throne that the tax be raised to Taels 110 thereby putting the native opium on an equality with the foreign. The Emperor issued a decree commanding ~~[illegible]~~ the various Vice Roys and Governors to report on this proposition. Chang, Viceroy of Kuyeh and Kwan, and T'an, Governor of Kuyeh have reported. They state that the repression of the growth of the poppy

is now impossible. They consider a tax of Taels 110 per picul unreasonable. Such a tax would "Kill the goose that laid the golden eggs."

They propose to continue the levy of a tax of Taels 30 on the 100 catties to which may be added Taels 4.70 to cover loss on exchange and other incidental expenses. They have communicated these views to all the officials of the Provinces in which opium is raised and expect favorable replies.

Native opium is to pay one tax in each Province and is to be relieved from

all

all further payments of Lekin. The rules for collecting this duty are stringent but it is safe to say that there will be great laxity in their enforcement. The Chinese for many years fought the introduction of Indian opium with all the means at their command. They seem now to have come to the conclusion that the use of the drug cannot be prevented and that the policy of encouraging the growth of native opium will bring (not only revenge but) revenue. The remedy is, perhaps, more injurious

than must

than was the original wrong,
but in time it may prove
effective against foreign
opium.

I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

DIPLOMATIC BUREAU.
DEC 6 1890

DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

File for the present

No. 181

Mr Crosby

Legation of the United States,
Peking, October 22. 1890.

Mr. Denby
to the
Secretary of State

Subject.
The Chinese Exclusion
Act.

Synopsis
Communication of the Tsarên
enclosed calling attention
to their request for
its repeal.

File.

(I have type-written
copy to work from)

J. B.

No. 1181

Legation of the United States,

Peking, Octr. 22. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington D.C.

Sir:

I have the honor to enclose, herewith, a translation of a communication received from the Foreign office, together with a copy of my answer thereto. The purport of this communication is a reiterated complaint that you have failed to send

a

a reply to the represent-
ations made to you by the
Chinese Minister at Wash-
ington, touching the repeal
of the Chinese Exclusion
Act, of October 1888.
The Foreign Office again
appeals to me to address
you on the subject and
to ascertain finally what
action will be taken in
the premises and send
them a specific reply."
In my answer I have
undertaken to explain
that Congress alone, under
our form of Government,
has the power of legislation;
and that you could not

in

in advance determine
what its action might be.
The communication alluded
to by the Foreign Office
will be found in my dispatch
No. 1123 of July 25. 1890.
Without specific instructions
from you I do not feel
myself authorized, nor do
I deem it prudent, for
me to enter upon a dis-
cussion with the Yamên
either of the merits of the
"Scott Act" or of the mode
of reconciling China to
its results and effects.
I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

The Foreign Office
to Mr. Denby.

Informal.

Peking, Octr. 19. 1890.

Your Excellency:

Upon the 16th of June 1890, the Yamen had the honor to inform Y. E. that in the matter of the new Restriction Act- an act abrogating existing treaties- repeated communications were sent to the Chinese Minister at Washington requesting him to ask that it be rejected or repealed, but the Honorable Secretary of State has failed to send

a

a reply to the representations made to him, and G. E. was therefore requested in the Jamin's communication to address Mr. Blaine requesting the repealing or rejection of this vexatious act.

Upon the 26th July, 1890, G. E. replied to effect that you had transmitted a translation of the Jamin's communication to the Honorable Secretary of State for his perusal but it would be necessary to wait a reply from the Department of State before giving a specific reply, &c. Now the Ministers would observe that this matter

has

has been pending for over four months, and if the Honorable Secretary of State has at heart the friendly relations of the two countries, he certainly should not permit or be willing that this matter should be delayed, set aside and take no notice of it. The Minister would beg H. E. to again address the Honorable Secretary of State and ascertain finally what action will be taken in the premises and send them a specific reply - and oblige -

Cards with compliments &c

Mr. Denby to the Foreign Office.

Informal.

Peking, Octr. 22. 1890.

Y. Exs:

I have the honor to acknowledge the receipt of the communication of Y. Exs. of the 19th instant, wherein You state that repeated communications had been sent to the Chinese Minister in Washington requesting him to ask the Honorable Secretary of State that the Chinese Exclusion Act of October 1888 be rejected or repealed. Your Excellencies state that to these requests the Secretary of State has

failed

failed to send a reply.
My Exs. further state that
you had requested me to
address the Honorable Secre-
tary of State on the subject,
and that I informed My Exs.
on the 26th of July last that
I had transmitted a translation
of the Ottawa Communications
to the Honorable Secretary of
State, and that I awaited
his instructions. I have now
to state that I have
received no reply from the
Honorable Secretary of State
on this subject. My Exs. will
permit me, however, to re-
mind you that under our
form of Government, the

Making

making of laws as well as the repealing or altering of laws already enacted, is entrusted to the two Houses of Congress. The President has the power of vetoing any act of Congress, but his veto may be overridden by a two thirds vote of the members of the two Houses. It is not within the power of the Secretary of State to reject or repeal any law. Ly. Exs. ask me "to again address the Honorable Secretary of State and ascertain finally what action will be taken in the premises and send them (you) a specific reply."

From

From my statement above
made of the powers of the
Honorable Secretary of State,
it is plain that it will be
impossible for him to state
in advance what the action
of Congress may be on any
subject. I will take great
pleasure in communicating
to the Honorable Secretary
of State a translation of
your present communication
In this connection I have
the honor to inform Y. Exc.
that the ordinance of the
City of San Francisco, which
purported to exclude the
Chinese residents of that city
from a certain portion

of

of the city, and of which you complained in your communication to me of June 17th last, has been decided by the United States Courts to be null and void and of no effect.

In my communication to you of July 26th last, I plainly intimated that this result would follow an appeal to the Courts -

I have re

Mr. Kleckhoefer

No 1182.

DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC 5 1890

Mr Crosby

Legation of the United States.
Peking, October 23d, 1890.

Mr. Charles Denby
to the
Secretary of State

Subject
Transmitting Statement of
Repairs Account for Quarter
Ending 30th September 1890.

No 1182. One Enclosure

Legation of the United States.

Peking, October 23d, 1890.

To the Honorable

James G. Blaine

Secretary of State,

Washington, D.C.

Sir:—

I have the honor to hand you Enclosed a Statement of the Repairs Account of this Legation for the Quarter ending September 30th, 1890.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1. Statement as above.

DIPLOMATIC BUREAU.
JAN 24 1891

DEPARTMENT OF STATE
DEC 3 1890
RECEIVED.

No. 1183.

Legation of the United States,
Peking, October 24. 1890.

2D ASSISTANT SECRETARY.
JAN 24 1891

Mr. Denby
to the
Secretary of State.

Subject.
A Trans-Pacific Cable.

Synopsis.
The advantages of this enterprise set out with particular reference to the prospect of its being remunerative.

No. 1183.

Legation of the United States,
Peking, Oct. 24. 1890

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D. C.

Sir:

It is known to you from my numerous despatches on the subject that the late proposed Chinese-Russo Telegraphic Monopoly failed of being ratified by the Throne. It is expected, however, that the scheme will be revived again and if it succeed, the

Col

cost of telegraphing from China to Europe and America will remain for fourteen years at $2.00 per word. The chief argument used by me in my protest against the conclusion of this Convention was the likelihood of the laying of a "Trans-Pacific Cable". In order to further this scheme I procured Mr. Paulsen, who is at the head of the Chinese Telegraphs, to furnish me some facts shewing the feasibility of laying a "Trans-Pacific Cable", and the probability of remunerative returns

returns on the Capital so invested. Substantially the same facts have been published in "The North China News" which urgently recommends the laying of such a cable.

I strenuously urged on the Foreign Office the necessity of China's building a line to Kiachta and connecting there with the Russian line, so as to furnish an overland line to Europe. But there seems to be no prospect at present of this being done. The only hope remaining to secure relief

for

for the commercial community of China is the laying of a "Trans-Pacific cable". Naturally, the business men of China turn with some confidence to the capitalists of the United States.

I write this despatch in order to influence in some slight degree the favorable consideration of the scheme by capitalists. I need not dwell on the importance of such a cable to the United States - especially to the Pacific slope.

That San Francisco should be connected, by cable, with Japan, China, Hawaii, Australia and

and New Zealand is too plain for argument. That such a cable would vastly facilitate the handling of important political questions by the Federal Government is apparent. Next to the Pacific Railroad comes in beneficent results a "Trans-Pacific Cable." It goes without saying that such a cable should have its starting point in the United States. Let us look then at some of the financial arguments in favor of this great work. The distance from China to New York, as the wire goes, is nearly 13000 statute miles

miles. The distance from San Francisco to Yokahama by a direct cable is 4500 nautical miles. If the cable went by Honolulu it would be increased to nearly 5500 miles. The great depth of the Pacific has been cited as an obstacle to the laying of the cable. But Mr. Paulsen argues that there is nothing in this objection. Deep water gives more security than shallow water to a submarine cable. Besides the Pacific is only a little deeper than the Atlantic. Practical experiments have

have shewn that a light cable can stand a pressure of more than 500 atmospheres which is more than the pressure of the greatest ocean depth. The Capitalists, however, will be more interested in the question whether such a cable would be a financial success. It must be noted that the laying of a cable which would furnish a competing line with the "Great Northern" and the "Eastern Extension" would be hailed with delight by all the business men of China, native and foreign.

The

The general antagonism to the Chinese-Russo Convention has clearly demonstrated this fact. The total business to and fro between China and Europe and America now amounts to 1,200,000 words a year. The Japanese traffic would add 400,000 more words, making a total of 1,600,000.
A Pacific Cable would take all the American traffic from China and Japan. The line would be very much shorter than the established lines and would also avoid at least ten retransmissions, which

result

result in mistakes and loss of time. It may be reasonably expected that much of the traffic between Western Europe and China and Japan would go over the cable. The mails from Japan to America and Western Europe now go across the Pacific; telegraphic messages would take the same course. Mr. Paulsen estimates the total cost of a cable from San Francisco to Yokohama with an independent cable from Nagasaki, or some other point in Japan, to Shanghai, the principal

points

points on the Chinese Coast, and Hong Kong, would be under five millions dollars. Supposing that the proposed cable secured half the traffic at the present rate of $2.00 per word, after all expenses were paid, including the cost of maintaining a repair steamer, there would remain a net profit of fourteen per cent.
If the rate were reduced to $1.50, the profit would be ten per cent, if to $1.00 per word it would be six per cent. These figures have been arrived at by Mr. Paulsen after a minute

calculation

calculation in detail and may be relied on.

It is quite certain, also, that a Pacific Cable Company could make arrangements with the Western Union and Commercial Cable Companies by which the cost of transmission to Europe would be largely reduced. A "Trans-Pacific Cable" would, as not the least of its advantages, enjoy perfect immunity in the event of a European war. Neither China nor the United States would be involved in such a war, whereas under the

the present system an European War might result in the suspension of telegraphic communication with the East.

It is not to be expected that the two old companies will bitterly fight a new company. They complain that the "Eastern Extension" after having given telegraphs to the East, at the end of twenty years pays only 7 per cent, and that their property in justice ought not to be depreciated. But, it is perfectly plain that their present rates are enormous.

Hush

that under the Treaties
an American Company has
the right to land a cable
in China is not and cannot
be disputed, My efforts, so
far successful, have been to
keep China from tying her
hands by complications with
the old companies, and thus
leave a fair field for Amer-
ican enterprise. It remains
for my countrymen to occupy
this inviting field which
promises paying dividends
and offers a wide arena
for private and public ad-
vantage

I have the honor to be, Sir,
Your obedient servant,

Charles Denby

Mr Crosby

DIPLOMATIC BUREAU.
DEC16 1890

DEPARTMENT OF STATE
DEC 15 1890
RECEIVED.

No 1184.

Legation of the United States.
Peking, October 27th, 1890.

Wm. Charles Denby
to the
Secretary of State

Enclosure.
Acknowledging despatch No 550,
re Act of Congress prescribing
collisions at Sea.

No 1184.

Legation of the United States.

Peking, October 27th, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington D.C.

Sir:—

I have the honor to — acknowledge the receipt of your despatch No 550, of September 12th last, enclosing copies of "An Act to adopt regulations for preventing collisions at Sea" approved August 19th, 1890.

I have, as directed, sent to the Foreign Office the official copy thereof, with a communication explaining its nature.

I

I have also sent two copies to
the Inspector General of Imperial
Maritime Customs.

I have the honor to be,
Sir,
Your Obedient Servant
Charles Denby

DIPLOMATIC BUREAU.
FEB 7 1891

DEPARTMENT OF STATE
DEC 15 1890
RECEIVED.

Mr Partridge

Dec. 508
Oct. 1. 1890.
See instr. of Feb 10, 1891

No 1185.

Legation of the United States.
Peking, October 28th, 1890.

Mr Charles Denby
to the
Secretary of State.

Subject.

Enclosed copy of a Regulation providing for an Exemption to poor debtors.

No 1185 One enclosure.

Legation of the United States.

Peking, October 28th, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington D.C.

Sir:—

I have the honor to forward herewith a copy of an additional Regulation for the Consular Courts of the United States of America in China.

This regulation provides for granting an Exemption to poor debtors of property, means or effects of the value of $800. No provision on this subject is contained in the existing regulations. In such Exemption Courts

Exists in all the civilized countries of the world, I think Americans residing in China should have the benefit of its humane principle.

The decree has been accorded to by all the Consular Officers.

I transmit it to you in accordance with Section 4119, page 792. Revised Statutes of the United States "to be laid before Congress for revision"

I have the honor to be,
Sir
Your Obedient Servant
Charles Denby

Enclosure 1.
Copy of Additional Regulation as above.

Enclosure 1 - with despatch 1185.

Additional Regulations for Consular Courts of the United States of America in China.

Legation of the United States.
Peking, October 27th, 1890.

In accordance with section 5 of the Act of Congress of June 22d 1860, entitled "An Act to carry into effect certain provisions in the treaties between the United States, China, Japan, Siam, Corea and other countries, giving certain judicial powers to Ministers and Consuls or other functionaries of the United States in those countries or for other purposes," (section 4086 Revised Statutes of the United States

2nd

2nd Edition 1878.

I, Charles Denby, Envoy Extraordinary and Minister Plenipotentiary of the United States to the Empire of China, do hereby decree the following additional Regulation to the Regulations now in force in the Consular Courts of the United States in China, and the Regulation hereby adopted shall, from the date hereof, have the force of law.

Section I. There shall be ~~~ Exempted from attachment, garnishment, seizure or levy on execution by virtue of any process or judgement issuing from or rendered in any Consular Court of the United States of America in China, or by virtue

L

of any process or judgement issuing from or rendered in the Court of the Legation of the United States of America at Peking, whether on appeal, or as an original proceeding, lands, goods, property, money or effects, amounting in value to the sum of Eight hundred [$800.00] dollars of lawful money of the United States, of each and every citizen of the United States of America who is, at the time of claiming such Exemption, the head of a family, whether his family be in China or the United States, and a resident house-holder in China.

Section II. Any debtor claiming Exemption under the preceding section

section shall have the right to demand that two appraisers, being citizens of the United States, shall be appointed, one of whom shall be selected by himself and one by the Marshal of the Court in which the action was determined or may be pending. The claimant for exemption shall prepare and deliver to the Marshal of the said Court a ratified list of all his property together with his application for exemption. The property of the debtor shall then be appraised by the said appraisers, who shall be duly sworn to make a fair and honest appraisement. The debtor shall then

shall have the right to claim as Exempt from sale the value of Eight hundred ($800.00) dollars, either in money or in real or personal property as he may determine, and the property so selected shall be exempt as hereinbefore stated.

Section III. The Exemption hereinbefore provided for shall be valid against debts contracted before the making of this application as well as against debts subsequently contracted.

Charles Denby.

Envoy Extraordinary
and Minister Plenipotentiary
of the United States

Inserted by.

Assented to. Shanghai August 7th, 1890.

J. A. Ironside

Consul General

Assented to. Chinkiang, August 23d, 1890.

H. C. Jones

Consul.

Assented to. Bankow August 29th, 1890.

Henry W. Andrews

Consul.

Assented to. Ningpo, 2d September 1890,

John Fowler

Consul.

Assented to. Foochow, September 6th, 1890.

J. J. Campbell

Consul

Assented to

Presented to. Surrey, 11th September, 1890,
Francis Bass
Vice Consul in Charge.

Presented to. Boston, 20th September, 1890.
Charles Seymour
Consul.

Presented to. Oregon, October 8th, 1890,
W. R. Fuller
acting Vice Consul.

Presented to. Newchwang, 15th October, 1890.
J. J. Endicott Rankin
Vice Consul

Presented to. Tientsin, October 21st, 1890
William Borman
Consul.

DIPLOMATIC BUREAU
DEC 16 1890
DEPARTMENT OF STATE
DEC 15 1890
RECEIVED.

Inclosure 1 in dispatch 1091

No 1186.

Legation of the United States.
Peking, October 28th, 1890.

Mr. Charles Denby
to the
Secretary of State

Subject
Consular Court Regulations.

Synopsis.

Encloses a copy of the Court Regulations and requests that a new edition thereof be printed and distributed in China.

No. 1186. One Enclosure.

Legation of the United States.

Peking, October 28th, 1890.

To the Honorable

James G. Blaine

Secretary of State.

Washington D.C.

Sir:—

I have the honor to call your attention to the fact that there have not been during my term of office any copies on file here of the "Regulations for Consular Courts of the United States of America in China."

Demands have been made on me for copies, which I have been unable to supply.

The original Regulations were —"

adopted

adopted April 23d, 1864, and since then has been no revision or new publication thereof.

Divers amendments or new regulations have been adopted by my predecessors and myself. With the concurrence of the Department I prepared an Entirely new fee bill. I also made a decree relating to the rendition of judgments by confession, and one relating to Exemption.

I have now caused to be prepared a copy of the Regulations, containing the old rules, which are still in force and the new ones that have been made from time to time - which is enclosed herewith.

11/1186.

herewith.

I have the honor to suggest to you that it is desirable that a new Edition of these Regulations be printed, and that copies be sent to the Legations and the Consuls.

I have the honor to be,
Sir,
Your obedient Servant
Charles Denby

Enclosure 1-
Regulations for Consular Courts in China as above.

REGULATIONS FOR THE CONSULAR COURTS OF THE UNITED STATES OF AMERICA IN CHINA.

In pursuance of Sec. 5th of the Act of Congress, approved 22nd June, 1860, entitled "An Act to carry into effect certain provisions in the Treaties between the United States, China, Japan, Siam, Persia, and other countries, giving certain judicial powers to Ministers and Consuls, or other functionaries of the United States in those countries, or for other purposes," I, Anson Burlingame, Minister Plenipotentiary and Envoy Extraordinary of the United States to the Empire of China, do hereby decree the following rules and regulations, which shall have the force of law in the Consular Courts of China.

1.—Every citizen of the United States residing within the limits of the ports open to foreign trade in the dominion of the Empire of China, is required to be enrolled in the Consular register, and shall apply in person at the Consulate within thirty days after the publication of this decree. Every American citizen who may arrive within the limits of the port, save and except any one who may be borne on the muster-roll of an American vessel, shall apply within ten days at the Consulate to be enrolled. An American citizen neglecting to be so enrolled will not be entitled to claim the protection or intervention of the authorities, unless he can furnish a valid reason for not so doing.

2.—In all cases where an applicant to be enrolled cannot furnish a passport or other legal proof of his citizenship, he shall make oath that he is a citizen of the United States; and if the Consul deem desirable, be required to bring such further evidence as he shall consider satisfactory.

ANSON BURLINGAME.

LEGATION OF THE UNITED STATES,
Peking, 22nd April, 1864.

I. ORDINARY CIVIL PROCEDURE.

1.—*How commenced.*—Civil proceedings between American citizens must commence by written petition, verified by oath before the Consul.

2.—*Three classes of action.*—Ordinary personal civil actions are of three classes, viz.: Contract, comprising all cases of contract or debt; Wrong, when damages are claimed for a wrong; Replevin, when possession of a specific article is claimed.

3.—*Demand necessary in Contract and Replevin.*—In contract, the petition must aver that payment, or a performance of the conditions of the contract, has been demanded and withheld; and in replevin, that the articles to be replevined have been demanded.

4.—*Petitioner must deposit money.*—The petitioner shall be required to deposit a reasonable sum to defray the probable expenses of court and defendant's costs; subsequent deposits may be required if found necessary.

5.—*Notice to Defendant.*—Upon deposit of the money, the Consul shall order notice of the petition, in writing, directing defendant to appear before the court at a given day and hour to his written answer on oath.

6.—*Service.*—Notice must be served on each defendant at least five days before return day, by delivery of an attested copy of the petition and order, and of any accompanying account or paper.

7.—Personal service should always be required when practicable.

8.—*Default.*—On proof of due notice, judgment by default shall be procured against any defendant failing to appear and file his answer as required; but the default may be taken off for good cause within one day after, exclusive of Sunday.

9.—*Damages.*—But in actions of wrong, and all other where the damages are in their nature unliquidated and indefinite, so that they cannot be calculated with precision from the statement of the petition, the amount of the judgment shall be ascertained by evidence, notwithstanding the default.

10.—*Answer.*—If defendant appears and answers, the Consul, having both parties before him, shall, before proceeding further, encourage a settlement by mutual agreement, or by submission of the case to referees agreed on by the parties, a majority of whom shall decide it.

11.—*Amendments.*—Parties should, at the trial, be confined as closely as may be to the averments and denials of the statement and answer, which shall not be altered after filing except by leave granted in open Court.

12.—*American witnesses compelled to attend.*—On application of either party and advance of the fees, the Consul shall compel the attendance of any witness within his jurisdiction before himself, referees, or commissioners.

13.—*Parties are witnesses.*—Each party is entitled, and may be required, to testify.

14.—*Decrees to be obeyed.*—Judgment may be given summarily against either party failing to obey any order or decree of the Consul.

15.—*Attachment and arrest.*—For sufficient cause and on sufficient security, the Consul, on filing a petition, may grant a process of attachment of any defendant's property to a sufficient amount, or of arrest of any defendant not a married woman, nor in the service of the United States, under commission from the President.

16.—*Dissolution of attachment.*—Defendant may at any time have the attachment dissolved by depositing such sum, or giving such security, as the Consul may require.

17.—*Sale of perishable property.*—Perishable property or such as is liable to serious depreciation under attachment, may, on petition of either party, be sold by the Consul's order, and its proceeds deposited in the Consulate.

18.—*Release of Debtor.*—Any defendant arrested or imprisoned on civil petition shall be released on tender of a sufficient bond, deposit of a sufficient sum, or assignment of sufficient property.

19.—*Debtor's disclosure.*—Any person under civil arrest or imprisonment may have his creditor cited before the Consul to hear a disclosure of the prisoner's affairs under oath, and to question thereon; and if the Consul shall be satisfied of its truth and thoroughness, and of the honesty of the debtor's conduct towards the creditor, he shall for ever discharge him from arrest upon that debt; provided that the prisoner shall offer to transfer and secure to his creditor the property disclosed, or sufficient to pay the debt, at the Consul's valuation.

20.—*Debtor's board.*—The creditor must advance to the jailer his fees and payment for his prisoner's board until the ensuing Monday, and afterwards weekly, or the debtor will be discharged from imprisonment and future arrest.

21.—*Execution.*—On the second day after judgment (exclusive of Sunday) execution may issue, enforcing the same with interest at 12 per cent. a year, against the property and person of the debtor, returnable in thirty days and renewable.

22.—*Seizure and sale of property.*—Sufficient property to satisfy the execution and all expenses may be seized and sold at public auction by the officer, after due notice.

23.—Property attached on petition, and not advertised for sale within ten days after final judgment, shall be returned to the defendant.

24.—*Final judgment for defendant.*—When final judgment is given in favour of the defendant, his person and property are at once freed from imprisonment or attachment and all security given by him discharged. And the Consul may, at his discretion, award him compensation for any damage necessarily and directly sustained by reason of such attachment, arrest, or imprisonment.

25.—*Offset.*—In action of contract, defendant may offset petitioner's claim by a counter claim, filing his own claim, under oath, with his answer. Petitioner shall be notified to file his answer seasonably, on oath, and the two claims shall then be tried together, and but one judgment given for the difference, if any be proved in favour of either party, otherwise for defendant's costs.

26.—*Costs.*—Except as hereinafter provided, the party finally prevailing recovers costs, to be taxed by him and revised by the Consul.

27.—*Trustee process.*—In contract, the Consul may order defendant's property or credits in a third party's hands to be attached on the petition, by serving him with due notice as trustee, provided petitioner secures trustee his costs by adequate special deposit.

28.—*Trustee's costs.*—If adjudged trustee, the third party may retain his costs from the amount for which he is adjudged trustee, if sufficient; otherwise the balance of trustee's costs must be paid out of petitioner's special deposit, as must the whole of his costs if not adjudged trustee.

29.—*Demand on trustee upon execution.*—The amount for which a trustee is charged must be inserted in the execution, and demanded of him by the Officer within ten days after judgment, or all claim ceases. Process against the property or person of the trustee may issue ten days after demand.

30.—*Debt must be at least ten dollars.*—If petitioner recovers judgment for less than ten dollars, or if less than ten dollars of the defendant's property or credits is proved in the party's hands, in either case the third party must be discharged with costs against petitioner.

31.—*Replevin.*—Before granting a writ of replevin, the Consul shall require petitioner to file a sufficient bond, with two responsible sureties, for double the value of the property to be replevined, one an American citizen, or petitioner may deposit the required amount.

II.—Tender, &c.

32.—Before a creditor files his petition in contract, his debtor may make an absolute and unconditional offer of the amount he considers due, by tendering the money in the sight of the creditor or his legal representative.

33.—*Deposit.*—If not accepted, the debtor shall, at his own risk and paying the charges, deposit the money with the Consul, who shall receipt to him, and notify the creditor.

34.—*Demand or withdrawal.*—It shall be paid to the creditor at any time if demanded, unless previously withdrawn by the depositor.

35.—*Costs.*—If the depositor does not withdraw his deposit, and upon trial, is not adjudged to have owed petitioner at the time of the tender more than its amount, he shall recover all his costs.

36.—*Offer to be defaulted.*—At any stage of a suit in contract or wrong, defendant may file an offer to be defaulted for a specific sum and the costs up to that time; and if petitioner chooses to proceed to trial and does not recover more than the sum offered and interest, he shall pay all defendant's costs arising after the offer, execution issuing for the balance only.

III.—Reference.

37.—When parties agree to reference they shall immediately file a rule, and the case be marked "referred;" a commission shall then issue to the referees, with a copy of all papers filed in the case.

38.—*Award and acceptance.*—The referees shall report their award to the Consuls, who shall accept the same, and give judgment, and issue execution thereon, unless satisfied of fraud, perjury, corruption, or gross error in the proceedings.

39.—*When transmitted to Minister.*—In cases involving more than five hundred dollars, if his acceptance is withheld, the Consul shall at once transmit the whole case with a brief statment of his reasons, and the evidence thereon, to the Minister, who shall give judgment on the award, or grant a new trial before the Consul.

IV.—Appeal.

40.—*Must be within one day.*—Appeals must be claimed before three o'clock in the afternoon of the day after judgment (excluding Sunday); but in civil cases, only upon sufficient security.

41.—*To be perfected within five days.*—Within five days after judgment, the appellant must set forth his reasons by petition filed with the Consul, which shall be transmitted as soon as may be to the Minister, with a copy of docket entries and of all papers in the case.

V.—New Trial.

42.—*Because of perjury.*—On proof of the perjury of any important witness of the prevailing party, upon a material point, affecting the decision of a suit, the Consul who tried it may, within a year after final judgment, grant a new trial on such terms as he may deem just.

43.—*Generally.*—Within one year after final judgment in any suit not involving more than five hundred dollars, the Consul who tried it, or his successor, may, upon sufficient security, grant a new trial where justice manifestly requires it; if exceeding five hundred dollars, with the concurrence of the Minister.

VI.—Habeas Corpus.

44.—*Slaves not to be held.*—No Consul shall recognize the claim of any American citizen arising out of a violation of the provision of the Act of Congress approved February 19th, 1862, relating to the "coolie trade" so called, nor any claim which involves the holding of any person in slavery.

45.—*Habeas Corpus.*—Upon application of any person in writing and under oath, representing that he or any other person is enslaved, unlawfully imprisoned, or deprived of his liberty by any American citizen within the jurisdiction of the Consul, such Consul may issue his writ of Habeas Corpus, directing such citizen to bring said person if in his custody, or under his control, before him, and the question shall be determined summarily, subject to appeal.

VII.—Divorce.

46.—Libels for divorce must be signed and sworn to before the Consul, and on the trial each party may testify.

47.—*Attachment.*—The Consul, for good cause, may order the attachment of libeller's property to such an amount and on such terms as he may think proper.

48.—*Husband to advance money.*—He may also, at his discretion, order the husband to advance his wife, or pay into Court, a reasonable sum to enable her to defend the libel, with a reasonable monthly allowance for her support pending the proceedings.

49.—*Alimony.*—Alimony may be awarded or denied the wife on her divorce at his discretion.

50.—Custody of the minor children may be decreed to such party as justice and the children's good may require.

51.—*Release of both.*—Divorce releases both parties, and they shall not be re-married to each other.

52.—*Costs.*—Costs are at the discretion of the Consul.

VIII.—Marriage.

53.—*Record and return.*—Each Consul shall record all marriages solemnized by him or in his official presence.

IX.—Births and Deaths.

54.—The birth and death of every American citizen within the limits of his jurisdiction shall likewise be recorded.

X.—Bankruptcy, Partnerships, Probate, &c.

55.—Until promulgation of further regulations, Consuls will continue to exercise their former lawful jurisdiction and authority in bankruptcy, partnerships, probate of wills, administration of estates, and other matters of equity, admiralty, ecclesiastical and common law, not especially provided for in previous decrees, according to such reasonable rules, not repugnant to the Constitution, treaties, and laws of the United States, as they may find necessary or convenient to adopt.

XI.—Seamen.

56.—In proceedings or prosecutions instituted by or against American seamen, the Consul may, at his discretion, suspend any of these rules in favour of the seamen, when in his opinion, justice, humanity, and public policy require it.

XII.—Criminal Proceedings.

57.—*How commenced.*—Complaints and informations against American citizens should always be signed and sworn to before the Consul when the complainant or informant is at or near the Consul's port.

58.—*How authenticated.*—All complaints and informations not so signed and sworn to by a citizen of the United States, and all complaints, and informations in capital cases, must be authenticated by the Consul's certificate of his knowledge or belief of the substantial truth of enough of the complaint or information to justify the arrest of the party charged.

59.—*Copy of accusation.*—No citizen shall be arraigned for trial until the offence charged is distinctly made known to him by the Consul in respondent's own language. In cases of magnitude and in all cases when demanded, an attested copy (or translation) of the complaint, information, or statement, authenticated by the Consul, shall be furnished him in his own language, as soon as may be after his arrest.

60.—*Presence of accuser.*—The personal presence of the accuser is indispensable throughout the trial.

61.—*May testify.*—He shall be informed of his right to testify, and cautioned that if he choose to offer himself as a witness, he must answer all questions that may be propounded by the Consul or his order, like any other witness.

62.—*American witnesses compelled to attend.*—The Government and the accused are equally entitled to compulsory process for witnesses within their jurisdiction; and if the Consul believes the accused to be unable to advance the fees, his necessary witnesses shall be summoned at the expense of the United States.

63.—*Fine and costs,*—When punishment is by fine, costs may be included or remitted at the Consul's discretion. An alternative sentence of thirty days' imprisonment shall take effect on non-payment of any part of the fine or costs adjudged in any criminal proceeding.

64.—Any prisoner, before conviction, may be admited to bail by the Consul who tries him, except in capital cases.

65.—*Capital cases.*—No prisoner charged with a capital offence shall be admitted to bail where the proof is evident, or the presumption of his guilt great.

66.—*After conviction.*—After conviction and appeal the prisoner may be admitted to bail only by the Minister.

67.—*American bail.*—Any citizen of the United Stated offering himself as bail shall sign and swear, before the Consul, to a schedule of unincumbered property of a value at least double the amount of the required bail.

68.—*Foreign bail.*—Any other proposed bail or security shall sign and swear before the Consul, to a similar schedule of unincumbered personal property within the local jurisdiction of the Consulate, or he may be required to deposit the amount in money or valuables with the Consul.

69.—*The sureties.*—Unless such sufficient citizen becomes bail, or such deposit is made, at least two sureties shall be required.

70.—*Surrender.*—Any American bail may have leave of the Consul to surrender his principal on payment of all costs and expenses.

71.—*Prosecutor may be required to give security.*—Any complainant, informant, or prosecutor may be required to give security for all costs of the prosecution including those of the accused; and every complainant, &c., not a citizen of the United States, shall be so required, unless, in the Consul's opinion, justice will be better promoted otherwise; and when such security is refused the prosecution shall abate.

72.—*Honourable acquittal.*—When the innocence of the accused, both in law and in intention, is manifest, the Consul shall add to the usual judgment of acquittal, the word "honourable."

73.—*Costs.*—In such case judgment may be given and execution issued summarily against any informer, complainant, or prosecutor, for the whole costs of the trial including those of the accused or for any part of either or both, if the proceeding appears to have been groundless and vexatious, originating in corrupt, malicious, or vindictive motives.

74.—*Minor offences.*—Consuls will ordinarily encourage the settlement of all prosecutions not of a heinous character by the parties aggrieved or concerned.

XIII.—Oaths.

75.—Oaths shall be administered in some language that the witness understands.

76.—*Not Christians.*—A witness not a Christian shall be sworn according to his religious belief.

77.—*Atheist.*—An avowed atheist shall not be sworn, but may affirm, under the pains and penalties of perjury; the credibility of his evidence being for the consideration of the Consul.

78.—*Affirmation.*—A Christian conscientiously scrupulous of an oath, may affirm under the pains and penalties of perjury.

XIV.—Dockets, Records, &c.

79.—*Civil docket.*—Each Consul shall keep a regular docket or calendar of all civil actions and proceedings, entering each case separately, numbering consecutively, to the end of his term of office, with the date of filling, the names of the parties in full, their nationality, the nature of the proceeding, the sum or thing claimed, with minute and dates of all orders, decrees, continuances, appeals, and proceedings, until final judgment.

80.—*Criminal.*—He shall keep another regular docket for all criminal cases, with sufficient similar memoranda.

81.—*Filing papers.*—All original papers shall be filed at once and never removed; no person, but an officer of the Consulate or Minister, should be allowed access to them. All papers in each case must be kept together in one inclosure, and numbered as in the docket with the parties' names, the nature of the proceeding, the year of filing the petition, and of final judgment, conspicuously marked on the inclosure, and each year's cases kept by themselves in their order.

XV.—Limitation of Actions and Prosecutions.

82.—*Criminal.*—Heinous offences, not capital, must be prosecuted within six years; minor offences within two.

83.—*Civil.*—Civil actions based on written promises, contract, or instrument, must be commenced within six years after the cause of action accrues; others within two.

84.—*Absence; fraudulent concealment.*—In prosecutions for heinous offences not capital, and in civil cases involving more than $500, any absence of respondent or defendant for more than three months at a time from China, shall be added to the limitations; and in civil cases involving more than $100, the period during which the cause of action may be fraudulently concealed by defendant, shall likewise be added.

XVI.—General Provisions.

85.—*Trials public.*—All trials and proceedings in the United States' Consular Courts in China shall be open and public.

86.—*Interpreting and translating.*—Papers and testimony in a foreign language shall be translated into English by a sworn interpreter, appointed by the Consuls in

civil cases to be paid by petitioner. Oaths and questions shall be translated by the interpreter from the English for any witness who does not understand English.

87.—*Testimony.*—Parties may be required to file their petitions, answers, complaints, informations, and all other papers addressed to the Court, in English; or they may be translated by the interpreter at the Consul's discretion. All testimony must be taken in writing in open Court by the Consul or his order, and signed by the witness, after being read over to him for his approval and correction, and it shall form part of the papers in the case.

88.—*Adjournment.*—The Consul may adjourn his Court from time to time, and place to place, within his jurisdiction, always commencing proceedings and giving judgment at the Consulate.

89.—*Officer.*—All processes not served by the Consul personally must be executed by an officer of the Consulate, who shall sign his return, specifying the time and mode of service, and annexing an account of his fees.

90.—*Copies on appeal.*—On appeal, copies of all the papers must be paid for in advance by the appellant, except in criminal cases where respondent is unable to pay.

91.—*Copies.*—Any person interested is entitled to a copy of any paper on file, on prepayment of the fee.

92.—Reasonable clearness, precision, and certainty should be required in the papers; and substantial justice and all practicable dispatch are expected in the decisions.

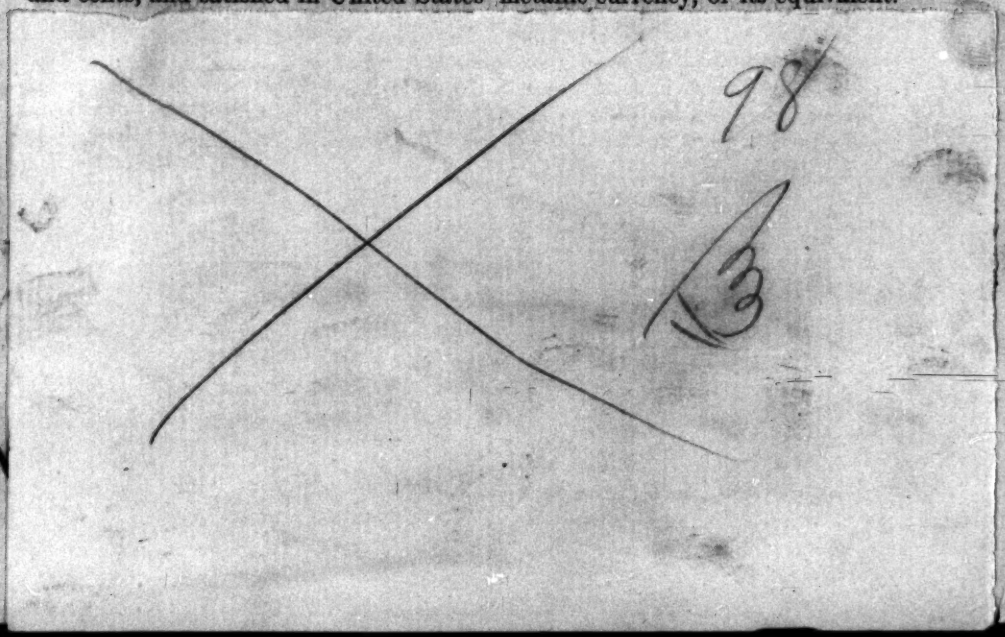
93.—*Definition of Consul.*—The word "Consul" is intended to include the Consul-General, and any Vice-Consul or Deputy-Consul, actually exercising the Consular power at any Consulate, unless the sense requires a more limited construction.

94.—*Associates.*—Each associate in a Consular trial shall, before entering on his duties, be sworn by his Consul. Before taking the oath, he may be challenged by either party, and for sufficient cause excused, and another drawn.

95.—*Contempt.*—Consuls will always preserve order in Court, punishing summarily any contempt committed in their presence, or any refusal to obey their lawful summons or order, by imprisonment not exceeding 24 hours, or by fine not exceeding fifty dollars and costs.

96.—*Attorney.*—Every party to a civil or criminal proceeding may be heard in person, or by attorney of his choice, or by both; but the presence of counsel shall be under the exclusive control and discretion of the Consul.

97.—*Accounts.*—The accounts of the Consular Courts shall be kept in United States' currency; and every order of deposit, decree of costs, taxation of fees, and generally every paper issuing originally from the Court, shall be expressed in dollars and cents, and satisfied in United States' metallic currency, or its equivalent.



[redacted].—PROVISO.

98 100.—All decrees heretofore issued by authority of the Commissioners and Minister of the United States to China, which are inconsistent in whole or in part with the provisions of this Decree, are hereby annulled [redacted] portions are henceforth void and of no effect; and the promulgation of [redacted] abrogates no authority hitherto lawfully exercised by Consuls in China not inconsistent herewith.

ADDITIONAL REGULATIONS.

These regulations have been decreed, as having the force of law in the Consular Court of the United States in China, by James B. Angell, Envoy Extraordinary and Minister Plenipotentiary of the United States, and dated May 26th, 1881. They have been assented to by the various United States Consuls in China and are as follow:—

1.—In civil proceedings between American citizens in the Consular Courts in China, the service of summons upon the defendant, if he is found within the Empire of China, shall be personal. That is, the copy of the complaint and summons duly certified by a Marshal of any Consular Court in China shall be delivered into the hands of the person to be served. The officer serving the summons shall certify the same to the Consul before whom the suit is brought.

2.—When the defendant has removed from or is absent from the Empire, or conceals himself therein to avoid the service of summons, and the fact appears by affidavit to the satisfaction of the Consul, and it also appears by such affidavit or by the verified complaint on file that a good cause of action exists against the defendant, or that he is a necessary party to the action, such Consul may make an order that the service be made by publication of the summons. Such order shall direct the publication to be made in a newspaper of general circulation (to be named) for such length of time as may be reasonable, in not less than six issues of such paper, if a daily, and in not less than four issues, if a weekly. Such publication shall be made in a newspaper published nearest to the Consulate where the suit or proceeding is pending, at least five months before the time fixed for the trial by the Consul. In case of publication, when the residence of a non-resident or absent defendant is unknown, the Consul shall direct a copy of the complaint and summons, duly certified, and addressed to the person to be served at his supposed place of residence, to be deposited in the Post Office by the Marshal of the said Court.



ADDITIONAL REGULATIONS

FOR CONSULAR COURTS

OF THE

UNITED STATES OF AMERICA IN CHINA.

Legation of the United States.
Peking, August 18th 1888.

In accordance with Section 5 of the Act of Congress approved June 22nd 1860, entitled "An Act to carry into effect certain provisions in the "treaties between the United States, China, Japan, Siam, Persia and other "countries, giving certain judicial powers to ministers and consuls, or other "functionaries of the United States in those countries, or for other "purposes", I, Charles Denby, Envoy Extraordinary and Minister Plenipotentiary of the United States to the Empire of China, do hereby decree the following regulations, which shall have the force of law in the Consular Courts of China.

Assented to, *Shanghai, Aug. 25th 1888.*
J. D. KENNEDY,
Consul-General.

Assented to, *Chinkiang, Aug. 27th 1888.*
A. C. JONES,
Consul.

Assented to, *Hankow, Aug. 31st 1888.*
B. J. FRANKLIN,
Consul.

Assented to, *Ningpo 11th Sept. 1888.*
Thos F. PETTUS,
Consul.

Assented to, *Foochow, Sept. 18th 1888.*

J. C. A. WINGATE,
Consul.

Assented to, *Amoy, Sept. 23rd 1888.*

Wm S. CROWELL,
Consul.

Assented to, *Canton, Sept. 27th 1888.*

CHARLES SEYMOUR.
Consul.

Assented to, *Chefoo, October 9th 1888.*

W. R. FULLER.
Act'g Vice-Consul.

Assented to, *Newchwang, 24th October 1888.*

J. J. FRED'K BANDINEL,
Vice-Consul.

Assented to, *Tientsin, Nov. 1st 1888.*

E. J. SMITHERS.
Consul.

I. Judgements by confession may be rendered in the Consular Courts of the United States in China upon compliance with the following rules.

II. The party desiring to confess judgement should file in the Consular Court a statement substantially as follows:

The United States Court for the Consular District of _____ China } *ss.*

A. B., Plaintiff against C. D., Defendant } *Statement and Confession of judgement without action.*

I, C. D., the defendant in the above entitled action do hereby confess judgement therein in favor of A. B., the plaintiff, in the said action for the sum of _____ and do authorize judgement to be entered therefor against me, with legal interest thereon from this date, and with costs.

This confession of judgement is for a debt justly due and owing to the said plaintiff, towit; _____ (here give the particulars of the debt).

(Signed) C. D.

C. D., being duly sworn, says that he is the identical person who signed the above statement, and that he is indebted to the said plaintiff, A. B., in the sum of _____ in said statement mentioned, and that the facts stated in the above confession and statement are true.

(signed) C. D.

Subscribed and sworn to before me this _____ day of _____ A. D._____

(signed) _____
Consul.

III. The foregoing statement and affidavit shall be spread in full upon the record and judgement in the following form shall be entered thereon.

A. B., Plaintiff	*Entry of judgement*
against	*on the foregoing*
C. D., Defendant	*Confession.*

In this action the defendant, C. D., having filed his confession of judgement, wherein he authorizes and consents that judgement be entered against him and in favor of the plaintiff, A. B., in the sum of _____, together with accruing interest and costs, It is, therefore, considered that the plaintiff recover of and from the defendant the sum of _____ together with accruing interest thereon, at the rate of six per cent per annum *and costs, taxed at five dollars.*

IV. Costs shall be taxed as follows:

Docketing case	$ *1.00.*
Affidavit and seal	*2.00.*
Entering judgement	*2.00.*

Legation of the United States.
Peking August 18th 1888.

ADDITIONAL AND AMENDED REGULATIONS FOR THE CONSULAR COURTS OF THE UNITED STATES OF AMERICA IN CHINA.

LEGATION OF THE UNITED STATES,

PEKING, March 15th 1889.

In accordance with section 5 of the act of Congress, approved June 22, 1860, entitled "An act to carry into effect certain provisions in the treaties between the United States, China, Japan, Siam, Persia, and other countries, giving certain judicial powers to ministers and consuls, or other functionaries, of the United States in those countries, or for other purposes," I, Charles Denby, Envoy Extraordinary and Minister Plenipotentiary of the United States to the Empire of China, do hereby decree the following regulations as a substitute for "Article XVII.—Fees" of the regulations now in force in the consular courts of the United States in China, and the regulations hereby adopted shall, from the date hereof, take the place of the said existing Article XVII, and shall have the force of law in the consular courts in China:

FEES.

98.—In Consular Court.

In all cases and estates where the amount in question is not more than $500	$5.00
In all cases and estates where it is over $500	15.00

In all cases where no specific damages are sought the fee shall be $5 for minor and $15 for greater cases.

99.—Clerk's Fees.

For issuing all writs, warrants, attachments, or other compulsory process	1.50
For docketing every suit commenced	1.00
For executions	1.00
For all summonses	.50
For all subpœnas and notices	.25

For filing and entering every declaration, plea, or other paper	$0.10
For administering an oath or affirmation, except to an associate	.10
For taking an acknowledgement	.25
For taking and certifying depositions to file (for each folio of 100 words): for the first 100 words, 50 cents; for each succeding folio	.25
For a copy of such deposition, furnished to a party on request, per folio	.10
For entering any return, rule, order, continuance, judgment, decree, or recognizance, or drawing any bond, or making any record, certificate, return, or report: for each folio	.15
For a copy of any entry or record, or of any paper or file: for each folio	.10
The docket fee of $1, hereinbefore allowed, shall cover all charges for making dockets and indexes, issuing *venire* for associates, taxing costs, and all other services not specified herein, in all cases where the amount involved is $100 or less; where the amount involved exceeds $100 the clerk shall be allowed for the services specified in the foregoing paragraph, in all cases up to $500, inclusive, a fee of	2.00
In all cases involving more than $500 the clerk shall be allowed for like services	3.00
For causes where issue is joined but no testimony is given, for causes dismissed or discontinued, the clerk shall be allowed, for like services, one-half of the above fees, respectively.	
For affixing the seal of the court to any instrument, when required	.20
For every search for any particular mortgage, judgment, or other lien	.15
For searching the records of the court for judgments, decrees, or other instruments constituting a lien on any property, and certifying the result of such search: for each person against whom such search is required to be made	1.00
For receiving, keeping, and paying out money in pursuance of any statute or order of court, 1 per centum of the amount so received, kept, and paid.	
For traveling, made necessary by the duties of his office: for going, 5 cents a mile, and 5 cents a mile for returning.	
All books in the clerk's office containing public records shall, during office hours, be open to the inspection of any person desiring to examine the same without any fees or charge therefor.	
In cases of escheat the clerk shall receive for publication to heirs	2.00
For services as escheator	10.00
For every office found	2.50
For recording proceedings of inquest, per folio	.15
For an affidavit in attachment	.50
For approving bond in attachment	1.00
For affidavit in distress cases	.50
For affidavit in replevin cases	.50
For approving replevin bond	1.00
For affidavit in trials of right of property	.50
Where bond is given in trial of right of property, for approving it	1.00

100.—Marshal's Fees.

For apprehending a deserter and delivering him on board the vessel deserted from, to be paid by the vessel before leaving port	5.00
For searching for the same, and, if not found, to be certified by the consul, and on his order to be paid by the ship	2.00
For serving any writ, warrant, attachment, or other compulsory process, each person	2.00
For serving summonses	1.00
For returning all notices, writs, attachments, warrants, and summonses, each	.50

For each bail bond	$1.00
For every commitment or discharge of prisoner	2.00
On subpœnas, for each witness summoned	.50
For returning subpœna	.25
For each day's attendance upon court	3.00
For levying execution	1.00
For advertising property for sale	2.00
For releasing property under execution by order of plaintiff	3.00
For selling property under execution, when the amount collected does not exceed $1,000	5 per cent.
If over $1,000 and not exceeding $5,000	3 per cent.
If over $5,000	2 per cent.
For making collections under $200, in cases where no adjudication has taken place	5 per cent.
If the amount exceeds $200	2½ per cent.
For traveling fees in serving all processes, each mile	.15
For serving every notice not heretofore provided for, in addition to the usual traveling fees	.50

If an execution be paid and satisfied while in the hands of the marshal, and after he has made a levy on property to satisfy the same, he shall receive one-half the fees fixed for selling property under execution or attachment.

For executing a deed prepared by a party or his attorney	1.00
For drawing and executing a deed	5.00
For copies of writs or papers, furnished on request, per folio	.10
For every proclamation in admiralty	.30
For serving an attachment *in rem*, or a libel in admiralty	2.00

For the necessary expenses of keeping boats, vessels, or other property, attached or libeled in admiralty, a compensation to be fixed by the court.

When the debt, or claim in admiralty, is settled by the parties, without a sale of the property, the marshal shall be entitled to a commission of 1 per centum on the first $500 of the claim or decree, and one-half of 1 per centum on the excess of any sum over $500: *Provided*, that when the value of the property is less than the claim such commission shall be allowed on the appraised value thereof.

For sale of vessels, or other property, under process in admiralty, or under the order of a court of admiralty, and for receiving and paying over the money, 2½ per centum on any sum under $500, and 1¼ per centum on the excess of any sum over $500.

101.—Interpreter's Fees.

For each day's attendance upon court	3.00
For making translations	2.00
If more than 200 words, for each additional 100	1.00

102.—Witnesses' Fees.

For every day's attendance at court	1.50
For each mile traveled in going to and returning from court	.15

103.—Crier's Fees.

On trial of every suit	1.00

104.—Citizen Associates' Fees.

For each day's attendance	3.00

105.—Costs for Prevailing Party.

All necessary court fees paid out.

106.—Consul's Fees.

The following fees shall be allowed in arbitration proceedings:

Where the amount in question is $500, or less	5.00
Where it exceeds $500, and up to $1,000	10.00
Where it exceeds $1,000, for each $1,000 or fraction thereof	10.00
In cases of libel, slander, and all proceedings not requiring money judgments	10.00

In all arbitration proceedings judgment may be entered for costs, and execution issue thereon.

For issuing a search warrant	3.00
For holding an inquest	10.00

Fees for inquests are payable out of the estate of the decedent.

107.—Fees in Probate Matters.

(1) The administrator shall present to the court a bill of particulars of the services rendered by him, and the court shall allow him a reasonable compensation, to be determined by the court.

(2) The consul, when a salaried officer (drawing fixed compensation), shall not be allowed any fees in any judicial proceeding whatsoever appertaining to probate matters heard and decided by him as a consular court.

(3) If, in any case, a consul shall be appointed for any of the open ports of China and Japan, to whose office there is no fixed salary, and whose compensation depends on collection of consular fees, and who is vested with judicial authority (as the consuls who have fixed compensation) then such consul shall be allowed the following fees:

For passing on current reports of executor, administrator, or guardian	$5.00
For passing on final reports of same	5.00
For a final order of discharge	5.00
For hearing application for distribution of estates	5.00
For making order of distribution	5.00

The clerk shall receive the following fees:

For a citation in administration	.50
For preparing and administering the oath to an executor, administrator, or guardian.	1.00
For issuing and recording letters of administration and guardian's certificate	1.00
For docket fee	1.00
For filing papers	.25
For seal to letters of appointment of appraisers of estate	1.00
For seal to letters of administration	1.00

For all other services, such as entering orders, copying and recording orders, etc., and such like acts, the clerk shall receive the same fees as are allowed under the general schedule for like services, and subject to such reasonable compensation as may be allowed by the consular court.

The marshal shall receive, for any services rendered by him in matters of probate, the same fees that are provided in the general schedule for services of the same nature.

108.—Fees in Ministerial Court.

The fees of the court and its officers shall be the same as hereinbefore prescribed for the consular courts, except in cases brought before said court upon appeal, in all of which cases a court fee shall be charged of	15.00

In addition to which, the same fees as consuls are allowed to charge shall be allowed for the issuance, filing, etc., of all papers and process, and also administering oaths, etc.

The fees of the clerk, marshal, interpreters, etc., in a ministerial court, shall be the same in appellate as in other cases.

Omit

Additional Regulations for Consular Courts of the United States of America in China.

Legation of the United States.
Peking, October 27th, 1890.

In accordance with Section 5 of the Act of Congress of June 22d 1860, Entitled "An Act to carry into effect certain provisions in the treaties between the United States, China, Japan, Siam, Persia, and other countries, giving certain judicial powers to Ministers and Consuls or other functionaries of the United States in those countries, or for other purposes," & Section 4086, Revised Statutes of the United States 2nd Edition 1878,

I,

I, Charles Denby, Envoy Extraordinary and Minister Plenipotentiary of the United States to the Empire of China, do hereby decree the following additional Regulation to the Regulations now in force in the Consular Courts of the United States in China, and the Regulation hereby adopted shall, from the date hereof, have the force of law.

Section I. There shall be exempted from attachment, garnishment, seizure or levy on Execution by virtue of any process or Judgement issuing from or rendered in any Consular Court of the United States

States of America in China,
or by virtue of any process
or judgement issuing from
or rendered in the Court of
the Legation of the United States
of America at Peking, whether
on appeal, or as an original
proceeding, lands, goods, property,
money or effects, amounting
in value to the sum of
Eight hundred ($800.00) dollars
of lawful money of the
United States, of Each and
Every citizen of the United
States of America who is, at
the time of claiming such
Exemption, the Head of
a family, whether his family
be in China or the United

States

States, and a resident householder in China.

Section II. Any debtor claiming exemption under the preceding section, shall have the right to demand that two appraisers, being citizens of the United States, shall be appointed, one of whom shall be selected by himself and one by the Marshal of the Court in which the action was determined or may be pending. The claimant for exemption shall prepare and deliver to the Marshal of the said Court a verified list of all his property together with his application for Exemption. The property of the debtor shall

shall then be appraised by the said appraisers who shall be duly sworn to make a fair and honest appraisement. The debtor shall then have the right to claim as Exempt from sale the value of eight hundred ($800.00) dollars, either in money or in real or personal property as he may determine, and the property so selected shall be exempt as hereinbefore stated.

Section III. The Exemption hereinbefore provided for shall be valid against debts contracted before the making of this regulation as well as against

debts

debts subsequently contracted.

Charles Denby
Envoy Extraordinary
and Minister Plenipotentiary
of the United States.

Assents to Shanghai August 7th 1890
J. A. Seward
Consul General.

Assented to. Chinkiang August 23d 1890
A. C. Jones
Consul.

Assented to. Kiukiang August 29th 1890
Henry W. Andrews
Consul

Assented to Ningpo 2nd September 1890.
John Fowler
Consul.

Assented to. Foochow September 6th 1890
J. J. Campbell
Consul

Assented to. Amoy 11th September 1890
Francis Carl
Vice Consul in Charge.

Assented to Canton, 20th September 1890
Charles Seymour
Consul

Assented to. Chefoo October 8th 1890
W. R Fuller
Acting Vice Consul

Attested to. Newburg 15th october 1890.

J. J. Fredk Bardwell

Vice Consul

Attested to. Tientsin October 21st 1890.

William Bowman

Consul.

DEPARTMENT OF STATE
DEC 15 1890
RECEIVED.

DIPLOMATIC BUREAU.
DEC22 1890

No 1187. acknowledge

Mr Moore

Legation of the United States.
Peking, October 30th, 1890.

Mr Charles Denby.
to the
Secretary of State

Subject
Chinese Exclusion Act

Synopsis
Encloses Translation of the
latest Yamen Communication
on the Exclusion Act.

Ack. by no.

file.

J. Blue.

Dec. 19, 1890.

No 1187 One Enclosure.

Legation of the United States.

Peking, October 30th, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington D.C.

Sir:—

I have the honor to Enclose a translation of a communication received from the Foreign Office of date the 29th instant.

You will notice that they still attack the Exclusion Act and demand its repeal.

Further comment at this time by me would be unnecessary.

I have the honor to acknowledge

the

the receipt of this paper, and stated that a translation thereof would be transmitted to you.

I have the honor to be,
Sir,
Your obedient Servant
Charles Denby

Enclosure 1.
Foreign Office to Mr. Denby, October 29th, 1890.

Enclosure 1 with despatch 1187.

The Foreign Office
to Mr. Denby
Informal. Peking, October 29th, 1890.

Your Excellency:—

The Ministers
have had the honor to receive
Your Excellency's note wherein
you remark that under your
form of Government the making
of laws, &c, is entrusted to the
two houses of Congress. That
it is not within the power
of the Honorable Secretary of State
to reject or repeal any law, and
that you would take great
pleasure in communicating
a translation of the Yamen's
note, (October 19th 1890) to the
Honorable Secretary of State.

Your

Your Excellency further observes that the ordinance of the City of San Francisco which purported to exclude the Chinese residents of that city from a certain portion of the City and of which the Ministers complained in their communication of June 17th last, had been decided by the U.S. Courts to be null and void and of no effect, &c.

In reply, the Ministers would observe that the action of the Courts in declaring the ordinance of San Francisco null and void fully evinces a sense of justice and a sincere feeling of friendship.

But with regard to the vexatious

Exclusion

Exclusion act it has remained for a long time and has not been repealed. The Chinese Minister at Washington, Hon, had represented this matter repeatedly to the Secretary of State but he has never received a response.- The Ministers would beg that a reply be urged without delay as to the final action (or intention) Congress will take; thus avoiding the matter still remaining in a state of suspense.

This act is clearly at variance with Treaty stipulations and International Law, and China is not alone in regarding it in this light, for the other nations entertain the same opinion

opinion of it. If this matter is still to drag on for a long time it will cause loss and embarrassment to the Chinese laborers, and China cannot allow it to pass without notice.

The Ministers are of the opinion that the representations in both Branches of Congress are men who thoroughly understand the great principles of "right and Equity" and that they will necessarily, at an Early day, repeal the existing act.

In sending this note the Ministers beg that they may be favored with an Early response.

Cards of Ministers with compliments.

To H E Charles Denby

U. S. A.

2d ASSISTANT SECRETARY.
DEC 17 1890

DEPARTMENT OF STATE
DEC 15 1890
RECEIVED.

No 1188.

Mr Crowder 19 Dec

Legation of the United States.
Peking, November 6th 1890.

DIPLOMATIC BUREAU.
DEC 17 1890

Mr. Charles Denby
to Mr
Secretary of State

Subject
The World's Columbian Exposition.

Synopsis
Professor Kitchuck has arrived:
Communication sent to Yamen
asking the Imperial Government
to take part in the Exposition.

No 1188. One Enclosure.

Legation of the United States.

Peking, November 6th 1890.

To the Honorable

James G. Blaine.

Secretary of State

Washington, D.C.

Sir:—

I have the honor to inform you that Professor Romyn Hitchcock, Commissioner of the "World's Columbian Exposition" has arrived at Peking and has exhibited to me his credentials.

He ardently desires that an immediate application be made to the Chinese Government to take part in this exposition. You are aware that China

refused

refused to be represented at the late Paris Exhibition. The assigned reason was scarcity of money, but, perhaps, other reasons lay behind that. It could not therefore, be predicted with — certainty, that she would participate in our Exposition. Besides the time for preparation if work was immediately commenced would not be too long. Mr. Hitchcock's personal position would, also, be much improved by securing an immediate favorable answer, else he would remain for six months, or more, in doubt as to the intentions of China.

Of course, regularly, I should

leave

have waited before taking any
action until the President
of the United States had issued
the official invitation which
the law provides for.
You will notice that I slightly
allude to the forwarding
hereafter of official papers. I
did not dwell upon this
phase because I wished to
avoid the giving of any excuse
for delay.
But my own judgment, backed
by the urgent requests of Mr.
Kilbreath, was that it would
not be improper now to call
the attention of the Foreign Office
to the Exposition and to endeavour
to secure a favorable intimation
of

of intention.

1188. I enclose herewith a copy of my communication to the Yamen. It is in the general, and I hope will accomplish its purpose. Li Hung Chang has already given to Mr. Pitkin a paper directing the Inspector General of Customs to make all necessary preparation for the representation of China in the Exposition, but this order cannot be relied on. It is in English and bears only Li's private seal. The Imperial Government will decide this question for itself. I am not sure whether the Inspector General will favor the Yamen or not.

In advance of orders from the

the Government he is now committed.
No branch of the service will
have to supply the means, and
therein may occur the main
trouble.
The Inspector General, however,
agrees that it would be well
to secure as soon as possible
advices as to the intentions of
the Government.
Under the circumstances, I trust
that you will approve of my
action, although it went
to anticipate that of the President.
I have the honor to be,
Sir,
Your Obedient Servant
Charles Denby

Enclosure 1.

Mr. Denby to the Foreign Office. Nov. 5th 1890.

Enclosure 1 - dispatch 1188.

Mr. Denby to the Foreign Office.

Enclosed.

Peking, November 5th, 1890.

Your Highness and
Your Excellencies: —

I have the honor
to inform you that Professor
Romyn Hitchcock has exhibited to
me his credentials as Commissioner
to China representing the "World's
Columbian Exposition" to be
opened at Chicago on the first
day of May 1893.

This Exposition will be held to
celebrate the discovery of America
by Columbus four hundred
years ago.

The Congress of the United States
has passed an Act providing
for a celebration of the event

by

by holding an International Exposition of Arts, Industries, Manufactures, and the products of the soil and sea at the City of Chicago. The bringing together the representatives of all civilized nations and an Exhibition of their genius, and industry cannot fail to have the result of strengthening the ties of friendship, and good will between the various governments and peoples of the world.

This was one of the objects that the Congress had in view in passing this Act.

In furtherance of these purposes W. Kitchcock has been specially designated as Commissioner

to

to China to bring this subject before His Honorable Government and people. China is the only Country to which a representative has been sent with instructions to remain until the Exhibits destined for the Exposition are shipped.

I shall have the honor in a few months to forward to your Highness and Your Excellencies official papers touching this subject, but it has occurred to me to avail myself of the presence of Mr. Hitchcock at Peking and to address you now.

It is plain that the officials who may have charge of the

the Chinese Branch of the Exposition and the merchants and others who may desire to send Exhibits should be advised at the earliest moment, of the intention of Your Honorable Government to participate in this great Enterprise. A little over two years only remains for preparation. I assure your Highness and Your Excellencies that abundant space will be assigned to China, and that her representations will be treated with the most perfect courtesy, and accorded the heartiest welcome.

It is the expressed desire of Mr. Hitchcock, and my own, that that Firm may be sent to Chicago by China, a representation of

industrial

industrial arts far superior to any display that she has ever made on any similar occasion. From such an Exhibit our people would gain a high conception of the greatness attainments and genius of the "Chinese race"

It is to be hoped also that some of the great scholars of China will honor the Exposition by their presence, and that the international intercourse that took, will tend to cement the bonds of friendship between the two peoples by increasing their mutual respect for Each other.

I am Your Highness and

Your

your Excellencies that Professor Kitchcock has all the qualities which are needed to enable him to discharge the important duties which have devolved upon him.

I assure you also that whatever he may do in China will be disinterestedly done in the interest of the people of China. Should Your Highness and Your Excellencies announce that your great Country will participate in the proposed Exposition, Mr. Kitchcock will remain in China until the Exhibits are prepared for shipment and will most cordially assist in all possible modes, as will the representatives of

of your honorable Government as individuals, in all useful preparation.

It is apparent that much will be gained if an early announcement can be made of the intention of your honorable Government to take a worthy and distinguished part in this Exposition.

A favorable answer to this application will be received with great pleasure by the people of the United States and by no person more than by me.

I have the honor to renew to Your Highness and Your Excellencies the assurance of my most

distinguished

distinguished consideration.

(signed) Charles Daly

Slip

DEPARTMENT OF STATE
DEC 15 1890
RECEIVED.

No. 1189

Legation of the United States,

Peking, November 7. 1890.

Mr. Denby

to the

Secretary of State.

Cy to Ningpo Jan. 3/91

Subject.

The trouble at Ningpo over a license to run a Theatre.

Synopsis.

Despatches of Consul enclosed and reply thereto. Consul is advised to reconsider and reverse his action.

No. 1169

Legation of the United States,

Peking, November 7. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D. C.

Sir:

I have the honor to submit to you a despatch of October 8, received from Consul Fowler at Ningpo, and one of date October 10, with voluminous enclosures. I enclose, also, a copy of my answer to these despatches.

The facts and my own views are fully set out in my despatch to Mr. Fowler and need

need not be repeated here. I will make, however, a few explanatory observations. Charles McCaslin, as lessee of Frank Reid, was running under a license from the local authorities a Chinese Theatre at Nimgo. He was required to pay a license fee of $100. a month. In June last he addressed Mr. Fowler stating that his Theatre had been closed half a month and asking that a proportionate portion of the license fee be refunded to him. The Justice declined for reasons stated to make this deduction. July 30,

Mr

Mr. Fowler addressed a note to Mr. McCaslin (enclosure marked "U") wherein he directed him to cease paying any license or tax. He also notified the Taotai and Controller of the Police of this order. Then followed a very novel and extraordinary document. The Consul calls it a "Counter proclamation" — see Exhibit "V." This paper announces that the Consul having examined the Treaties finds that no license is called for, that he has authorized the owner of the Theatre to reopen on the 26th August under

a

a license issued by him.
"Prices of admittance are
to remain as formerly. No
rowdies will be admitted.
You, people of Ningpo, are
directed to keep peace and
good order and are hereby
cautioned not to create
a disturbance. Those disobey-
ing will be arrested and
handed to the authorities
for severe punishment."
He appends at the bottom
the usual Chinese official
caution "Respect this." He
also procured the "Monocacy"
to be sent to Ningpo.
There can be no doubt
that the conclusions of

Mr.

Mr. Fowler, as to the law, are utterly erroneous. He concludes that because the Treaties do not provide that licenses shall be paid by foreigners for operating Theatres, that no license can be exacted by municipal authorities. The Treaties of China are in the nature of grants of privileges to foreigners They may be likened to the Constitution of the United States which by its terms grants powers to the Federal Government. If a grant of right to do a certain thing cannot be found in the

Treaties

Treaties or if it cannot be reasonably deduced therefrom, then it does not exist. There is not a word in the Treaties which exempts foreigners, residing outside of the Concession, from obedience to Municipal law and regulations. Ningpo is not a concession, as Shanghai, Tientsin, Kankow, Shamen, are. It is therefore entirely competent for the local authorities to regulate places of amusement at Ningpo. Besides, a license had been voluntarily taken out and voluntarily renewed and Mr McCaskin by his lease from Mr Reid, had bound himself to Reid to abide by the

license

license. I call attention also to art. 1. of the Treaty of 1868 wherein the Emperor of China reserves the right of "eminent domain or dominion" over all the land and waters of China. That portion of the "proclamation" which is addressed to "the people of Ningpo," and threatens them with arrest is indefensible. Where can a Consul of the United States find authority to arrest Chinese subjects? The whole basis, as far as I can find, for the extraordinary action of Mr. Fowler as he claims it to

be

be found in Sect. 15 of the British Port Regulations. (See Chronicle and Directory 1890, p. 354.) That section reads as follows: "XV No British subject may establish or carry on an hotel or eating house, house of entertainment, or shop for the sale of liquors, within the Consular District without the sanction and license of the Consul and payment of such fees in respect of such license, yearly or otherwise, as may be duly authorized. xxxx" This section has no reference to Theatres. The context shows

that

that "house of enterlainment" means restaurant, boarding house, inn, &c. But, if Mr. Fowler's contention were right and if "house of enterlainment" meant "Theatre", it would not help him. The section is in the negative. It confers no power, but restricts British subjects from doing certain things without a license. It in no manner limits or purports to limit the power and jurisdiction of the Chinese authorities. A British Consular District extends far into the interior, and if Mr. Fowler's view were correct, British

subjects

subjects could, under British license, establish such houses as are specified anywhere in China paying no regard to local laws or usages.

If you approve of my opinions, herein expressed, I have to request that you will direct Mr. Fowler to withdraw his "proclamation", and all other papers setting up this extraordinary claim, and to endeavor to settle this matter on a reasonable basis with the Taotai. As Mr. Fowler refuses to allow McCaslin to pay any license fee, and the Taotai insists that he must, and as

<u>Here</u>

there can be no doubt
but that the Taotai will
be sustained by his Govern-
ment, Mr. Fowler's present
course works nothing but
injury to Messrs Reid and
McCarlin.

I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

my.

No. 10. U. S. Consulate,
Ningpo, 8th Octr. 1890.

Sir:

I have the honor to report the following circumstances that have occurred in this port. On the 30th June, I received a communication (copy enclosed marked "A") from C. McCaslin Esqre of the "Fulan" Theatre asking for a reduction of the fee as agreed upon. In compliance I addressed a despatch to H. E. the Taotai (copy enclosed marked "B") forwarding McCaslin's request, in reply I received a despatch from H.E. the Taotai granting the request

(copy

(copy enclosed marked "C.") I then notified Mr McCaskin that the request was granted (copy enclosed marked "D") two days after I received a despatch from H. E. the Taotai declining to grant the request (copy enclosed marked "E") on the grounds that the Police had to be paid. I then replied drawing his attention to the agreement made by his predecessor (copy made and enclosed marked "F") to which he replied insisting that the fee should be paid in full and promising to enquire why extra fees were charged (copy enclosed marked "G") to this I replied that as the Theatre had

had complied with all requirements of the Licenses and even after the fees were reduced the Police would have sufficient funds to pay all necessary expenses (copy enclosed marked "H") To this he replied that it was on account of the Theatre being the cause of frequent trouble that the extra Police were engaged and the fees had to be paid and insisting these fees to be paid in full (copy enclosed marked "I") to this I replied that the Theatre complied with the rules made by the Chinese authorities, and that they should abide

abide by their own rules, and if he had the privilege of reversing his predecessor's promises, I claimed a like privilege (Copy enclosed "J") to this he replied Treaties between Princes owned be altered to suit circumstances and therefore rules for governing minor matters owned also be altered and that further correspondence on this matter owned not be replied to (Copy enclosed "K") On the 30th July I wrote to Mr. McCaskill to cease paying license fees (Copy marked "L") and to the Comptroller of Police, Waterworks, Sewerage

came

same date asking for the return of $200. (two hundred dollars) deposited by J. Reid and notified him that I was writing to the Taotai that McCaslin has been instructed to cease paying license fees (copy marked "M") same day I wrote to the Taotai that I had instructed McCaslin to cease paying fees to the Chinese authorities and giving him my reasons therefor (copy enclosed marked "N") to which he replied that the Treaties allowed commerce, and merchants are entitled to Chinese protection, that the Theatre was a source

of

of trouble, that Liang Pei an was not a concession, that it was long his wish to have the Theatre closed, that he had directed the Police to procure the return of the license, upon which the Theatre would be closed not to be opened again and that I would be responsible for all trouble (Copy marked "O") I replied that the Theatre would continue to run and requested his good offices for the protection of the Theatre and referred him to "Art. 15 British Post Regulations (Copy enclosed "P"). I sent a despatch

to

to the Consul General on the matter on the 7th Aug. (copy marked "Q.") On the 8th August the Taotai replied that the Regulations referred to were simply matters concerning the British Government, and that he could not agree to my issuing a licence for the Theatre, that he had withdrawn protection and had ordered the Theatre closed and sealed (copy marked "R.") at this point I wrote to my colleague H.B.M's. Consul, requesting his good offices in the matter (copy marked "S") his reply I also enclose (copy

marked

marked "D2"). Then the Taotai posted proclamations (copy mark "J") to which I issued a counter proclamation) copy marked "K"). On the 10th Augt. I received a reply from the Consul General informing me of his action (copy marked "L") also received a dispatch from the Taotai that the Healu should not open without his consent, if opened he would seal it (copy enclosed "M"). On the same day he issued insulting notices, notifying the Public not to pay any attention to the notice issued by the "outsiders" (copy

Enclosed

Enclosed "X"). On August 12
Mr. Giles, H.B.M's. Consul sent
a despatch to the Taotai
inviting him to meet me at
the British Consulate when
the disputed points could
be settled, but to this pro-
position H.E. would not agree.
I then sent a despatch
to H.E. suggesting that the
matter be referred to Peking
and at the same time request-
ing that the Theatre be allowed
to run on until a decision
could be arrived at by the
High Authorities (copy marked
"Y") to which her replies
refusing to allow the Theatre
to run (copy marked "Z").

L.

I then sent a despatch to H. E. upon the urgent request of Mr. McCaskie, asking that the Theatre might be allowed to run making no mention of referring the case to Peking (Copy marked "H.") to this he replied that the Theatre could open upon these conditions (Copy marked "I.C.") shortly after sending another despatch enquiring as what McCaskie had to do with the Theatre (enclosure "H") to which I replied that Frank Reid was the owner and C. McCaskie was his agent (Copy "E") On the 5th September Reid came to Kingsmill and showed me the three new rules which

which had been forwarded to him through Watson, Controller of Police (Enclosure "H") and also requested me to forward to H.E. the despatch marked "A.G." to this the Taotai replies that the Theatre could only be opened under the new conditions, and the return of the old license (enclosure "H"). On the 10th September I addressed a communication to H.E. saying that as the license had not expired, and it having the U.S. Consular Seal, it was the private property of Mr. Reid, and offering on behalf of Reid

the

the extra $100. on license required under protest (copy marked "A1") To this N.E. replied that since Reid agreed to pay the extra fee, he should return the license, to have the new rules added on as evidence that these rules were accepted (copy marked "A2") at this point the correspondence on the Heaton ceased. Messrs Reid and McCaslin having been fully informed on the matter. So much for the correspondence bearing directly on the Heaton matter itself but to make my case clear and to show you the grounds that actuated me in taking

this

this stand it is necessary for me to digress from this case and place before you herewith copies of the correspondence that has passed between H.E. the Taotai and myself. it seems to me a petty piece of business on the part of some one behind the scenes, and who that some one is I think I have found out. You will see by the correspondence that the Taotai granted the rebate at first, but upon representations from the Controller of Police he refused, I learned from the Controller that the $100. received each month as house

fee

fee from the Theatre (the Police being paid by an extra fee of $10 per man), he, Walsh the Controller, for the Police received $40, and that Li, the Taotai's deputy for foreign affairs received $20. for his own use, presumably a "squeeze", and that remaining $40 or went into the city, so that the Settlement received no benefit other than the $40 - out of the hundred, while I was endeavoring to settle this matter on equitable principles I was receiving despatches from the Taotai, while they do not bear upon the Theatre directly they do indirectly, in this that the

the author and originator of these despatches from the Taotai was Li the Deputy who owed Lee his $20. if my request had been granted, and all these despatches were intended to weaken my case by injuring Mr. McCaslin, as soon as I had, as I thought, disproved one charge another would be sent to me until it seemed that there would be no charges left to lay at Mr. McCaslin's door short of murder, therefore being convinced that there was nothing left for me to do, I did not answer at once the last despatch of the

the facts in reference to the license fee ("K") while I had studied the case thoroughly, and after consulting the Treaties, the various decisions to be found in the "Diplomatic Correspondence" and "Foreign Relations", and Wharton's Digest I had an interview with Mr. Giles, H. Bell. Consul and after discussing the question thoroughly and being satisfied I had the law and right on my side I sent my despatches "K." "L." & "M." In the meantime I had learned that the Police were controlled entirely by the Commissioner of Customs and

and that the Treaty Consuls had nothing to say in the affairs of the Foreign Police (Vocalles) the Controller of Police Watson made his daily reports to the Commissioner; the Deputy Li is connected with the Customs, and the Interpreter at the Police Station, a Chinaman, belongs to the Customs; the Police consists of two Englishmen, one as Controller and the other as sergeant and about 25 Chinese, who instead of getting their orders from the local authorities report for orders to the Commissioner, and it is he,

by

by his advice and counsels together with Li the Deputy that are at the bottom of the whole matter I have no doubt, how true I cannot say, but it is current here that Li had boasted that he would drive away every foreigner out of China if he had his way; in making the stand that I did, I did not intend or wish to have charge of the Police, but simply to have the influence of the Customs removed, I did not think it right that this power should be placed in the hands of one man who might use it for his own private

ends

ends. It seems that Mr. Giles issued a license to a British subject to open a hotel with bar attached and the so-called Foreign Police remonstrated and ordered it closed, but Mr. Giles ignored their authority and referred them to Art. 15. British Post Regulations. I asked the Taotai if a British subject could do these things why not an American citizen. He states that he claims that Americans can only import and export. As to the legality of the Hotel there is no doubt in my mind, for if it were not legal why did

did they allow it in the first place? The Land Title of Reid's sold land in perpetuity for building a Hedin Hereon. A Theatre ran here some 15 years ago under the auspices of a Frenchman but getting tired of it, he closed it, and sold presumably to Chinese who engaged an American to claim ownership, but the plan fell through. In relation to the man arrested in the Shun Tai Hong (C. R. McCaskill) I wish to state as the correspondence states the Yamen runners violated the Treaty, by invading the premises of an American

and

and extorting money from
the servants of that American
(McCarlin) when I reported
the facts to the Taotai, he
became angry and demanded
the man, arrest though innocent
of the charge, of having
women in the procession,
as my despatches will
show; when I undertook
to show how unjust it
was to arrest the man who
was not guilty, especially
when I knew and he knew
that others (high Chinese
officials) did have girls in
the procession and of whom
he made no complaint.
It reached me that Li

after

after punishing the man
for what he had not done,
placed a paper before him
to sign. On hearing this I
became convinced that
was not being examined
or punished for having
women in the procession
but because he was an
employee of a foreigner,
therefore I requested that
I be present as a spectator
merely, in reply I was told
that it was not my affair.
Under advice of Mr. Giles I
had drafted a reply but did
not send it because members
of the man's family came to
this office and begged of me
not

not to send any more de-
spatches as the Taotai had
told the man that if I wrote
again he would receive
500 bamboos, but if I did
not write, he would let
the man go, in mercy to
the poor fellow I did not
send the despatch, and
sure enough he was let
out quietly two days later,
and in the afternoon of the
same day came the de-
spatch relating to the false
kongs and 13 boxes of pros-
titution, this is presumably
the statement Li made the
man sign to support his
false charges. I endeavored

to

to have the man called here but he left at once for the interior. This case was a direct insult to me, as I had granted the Taotai permission to arrest the man for examination and he should have sent him back to me, but instead of trying him on the warrant he forces him through he to sign papers repleting great discredit upon an estimable young man. This correspondence, to distinguish it from the Zhealin, I have numbered in their order and have tied together and marked

"Correspondence

"Correspondence relating to Shun Fat (C. McCaskin) and "False Kings." I now lay this case before you, knowing that you will see that justice is done in the premises. Trusting that you will approve of my action in this matter

I have the honor to be

Sir

Your obedient Servant

(Signed) John Fowler

U.S. Consul

No. 11 U.S. Consulate,
Ningpo, 10th Octr. 1890.

Sir:

I have the honor to acknowledge the receipt of your despatch No. 56 of Septr. 2d in which you acknowledge my despatch No. 7 of Augt. 13. In confirmation of my despatch, I enclose herewith, a full report of the Theatre difficulty together with copies of all the correspondence both in English and Chinese that bear upon the case. You also desire the following information: "accurate information as possible as to Mr. Reid's or Mr. McCaslin's title

title, the location of the property as regards the concession, the character of the performances held therein, and all other matters on the subject." To the first query I would respectfully refer you to the enclosed copy of the lease or agreement between Mr. Grant Reid and Mr. McCaslin marked A A A. The Theatre is located near the South Western limits of the settlement which is separated from the city by the Tête Chi branch of the Grand River not far from the bridge of boats. I enclose, herewith, a rough draft of the settlement

to

to better illustrate the position of the Theatre, marked B.B.B. A copy of the title deed is also enclosed, herewith, and marked C.C.C. The performances are all of a historical character and in no case has fault been found with them, in fact no fault has been found with the Theatre in any way — disturbances of any character have been rare, none occurring since I have been here, and the Taotai is mistaken when he states that it is a cause of trouble to him. When the Theatre was in operation it gave employment to a large

number

of Chinese, and they are the heaviest losers now. My intention was to have the management employ a sufficient number of watchmen to protect the Theatre; should it be necessary, to call in the aid of the Police, Mr. McCabin with this views, had employed five men as watchmen; while he was paying $100. license fee it gave him no Police protection, as he was required to pay $2.50 for each Policeman, at the rate of $10. a man, and as he required them he employed but two. I could not understand why he should be forced to

pay

pay $120. per month for them
as he really was doing, had
the settlement received the bene-
fit of this amount it would have
been more in reason; but as
it was, the settlement of Police
force here, received but $40.
and the balance went elsewhere.
up to this time I had had
no trouble, whatever, with the
authorities, they showed a
willingness to meet me in a
friendly way in all my requests,
and when I asked for the
reduction of the fee it was
granted, but the Controller
of Police, Walton, who had
returned from a furlough
a day or two before, took
it

it upon himself to inform me that he would see that that order would be changed and that he would make them (the Theatre) pay the full amount; to this I made no reply, as I did not believe at that time that he could influence the Taotai to revoke his despatch granting the rebate, but it seems, that he had that influence and not content with this victory, he thereupon, with the aid and advice of others, Deputy Li particularly who would lose his $20 per month started on a crusade against Mr. McCaslin as shown in the despatches

relating to gambling, false bongs and the 13 houses of ill fame. As the Police is now managed ostensibly by the Taotai, in reality by the Customs, it is an easy matter to make the residence of any one whom they choose select uncomfortable. There is no doubt in my mind as to the legitimacy of the Theatre, it is simply a question of how much can be "squeezed" out of it; as witness, the Taotai's willingness after stating the Theatre would never be opened again, to allow it to reopen upon certain conditions, these "three new rules"

rules" were never sent to me, but to Mr. Reid through the Controller, in fact the only knowledge I had of the text was furnished me by that gentleman, (Reid). I cannot understand why H. E. never forwarded them through this Office. The Health has been closed by the Taotai since August 11. and all efforts of mine have failed to reopen it. The Police was originally organized by the foreigners and until within a few years was controlled by the Consuls, the Taotai, paying all bills.

(signed) John Fowler

Copy.

No. 59

Legation of the United States,
Peking, Octr. 27. 1890.

John Fowler, Esqre.,
U.S. Consul, Ningpo.

Sir:

I have the honor to acknowledge the receipt of your despatches Nos. 10 and 11 of the 8th and 10th of October respectively relating to a controversy with the Taotai concerning the Theatre at Ningpo, which is operated by Mr. McCaslin. The facts, as presented in the voluminous exhibits, are as follows: Mr. Frank Reid, at a date not

given

given, procured a "Land Title" to be registered at the U. S. Consulate, Ningpo, for a piece of land for the purpose of erecting a Theatre thereon; On the 16th day of March 1889, Mr. Reid procured from the Controller of Police a license to keep a Theatre on these premises, which license was renewed the 16th day of March 1890, Among other things this license provides that $200. shall be deposited by the licensee as security for the maintenance of good order, and for the payment of $10. per month for each native Policeman and $70

per

per month for each foreign Policeman kept on the premises and for the payment of a further monthly sum of $100. On breach of any of the conditions of the license it is to be forfeited. May 6. 1890, Mr. Reid leased to Charles McCaslin his interest in these premises. Mr. Reid was to receive a monthly rental of $220. per month. Mr. McCaslin was to pay monthly the following sums: a license fee of $100, Police $20, Lights $10, Extra Land Rents $17, D. Reid's commission $80, in all, $227 per month. Mr. McCaslin was to comply with all the conditions of

the

the license. During the existence of this lease, June 30. 1890, Mr. McCaslin wrote to you asking you to request the Taotai to reduce the amount to be paid for the license on account of the Theatre having been closed for half a month. The Taotai replied to you that a rebate of one month would be allowed because the Theatre had been closed 42 days. But, immediately afterwards the Taotai having received a report from the Chief of Police informed you that no rebate would be allowed. Considerable discussion ensued between you and the

the Taotai. Your conduct of the matter up to this time was entirely proper. It was legitimate for you to give your friendly offices to McCaslin in order, if possible, to secure to him a reduction of the license fee as well as of the expenses for special Policemen But in your communication of July 30. to McCaslin you take a new departure. You direct him to cease paying any "license fee or Police tax of whatever nature" and you say that you "propose to assume Consular control of this Matter." You then address the Controller of Police and demand the

return

return of the $200 in his hands as a deposit. You state as the ground of this demand "that there is no Treaty or other obligation which requires an American to give security to the Chinese Authorities for the conduct of affairs on the premises of that American." On the same day (July 30) you notify the Taotai that you have instructed the manager of the Theatre to cease to pay any tax as a license fee or for the Police. On the 9th day of August you issue a notice or Proclamation in which you state that under

under the Treaties no license is called for, and the Theatre may be reopened under a license issued by you, that prices of admittance will be as formerly, no rowdies will be admitted, and the people of Ningpo are enjoined to be orderly, &c.

Other correspondence ensued between you and the Taotai. Certain new conditions were proposed by the Taotai, which were rejected by Mr. Caslin. It seems that the Theatre is still closed and I am appealed to to take steps here to secure some order that may benefit Mr. McCaslin. Exactly what relief

relief Mr. McCaslin wants is not apparent. His license expires in a few months and before the question as to whether the Taotai should make a rebate of license fee could probably be determined these months will have elapsed I take it, therefore, that you desire me to present to the Imperial Government your contention, that foreigners who operate in China theatres outside a Concession cannot be required by the local authorities to take out licenses On this ground you deliberately set aside a license which was voluntarily taken

out

out and voluntarily removed
the Taotai, unfortunately for
Mr M-Carlin, took you at your
word when you declared that
you repudiated the license
and the Theatre was closed
My views of your rights and
duties in this matter differ
entirely from yours. There is
no law in the Treaties which
authorizes foreigners living out-
side a concession - which Ningpo
is not - to disregard local
laws and usages. You seem
to think that because the
Treaties do not in terms
provide that license fee
shall be paid they cannot
be charged. But the Treaties
are

are grants of rights and privileges, and unless the right of exemption claimed is to be found in the Treaty, or may reasonably be deduced therefrom, it does not exist. What would you think of a Chinese subject who showed claim to operate a Theatre in New York or Boston without a license from the municipal authorities? You seem to base your action on a strained construction of Sect. 15 of the British Port Regulations. It is plain that the words "house of entertainment" therein used do not refer to "Theatres", but to Restaurants, Boarding houses, Inns,

Inns, places of similar
character to those specified
in the context. But if the
word "theatre" were included
in this section it would not
help you. The section is in
the negative. It inhibits
British subjects from doing
certain acts without pro-
curing a license, but it
has no reference whatever
to the local municipal reg-
ulations which prevail every
where in the civilized world.
If Ningpo were a Concession
as Shanghai, Tientsin, Hankow,
are, the rule might be different.
But Ningpo is not a concession
and is, therefore, subject

to

to Chinese law. I call your attention to Article I of the Treaty of 1868 wherein the Emperor of China reserves "the right of eminent domain and dominion" over all the land and the waters of China. Your "proclamation" to the people of Ningpo is indefensible. You have no power to arrest, or to threaten to with arrest, the subjects of China. Your jurisdiction is confined to Americans. I infer that the Theatre is still closed. The course you have pursued has, therefore, worked great injury to Mr. McCaslin. It may result, also, in his

not

not being able to secure a renewal of his license. My judgement on the whole matter is that it is your duty to withdraw your proclamation and all the papers written in the same sense. You opened renewed negotiations with the Taotai, make the best bargain you can in the interest of Mr. McCaskin, and enable him to go on with his theatrical business on the terms substantially set forth in his license. He agreed to these terms in the lease that he accepted from Mr. Reid, and he cannot complain if they

are

are adhered to. It is lamentable that from a respectful request that a half month's rebate of the license fee should be made all this trouble should have ensued. As the matter now stands it would be useless to present it to the Imperial Government. I beg you to believe that in all that I have here before written, I have had solely in view a desire that you may successfully and properly discharge your official duties, and a proper regard for my own duties. I deem it best, however, to send this correspondence to the State Department which will correct my errors

if

if I have made any.
I will communicate to you
the instructions of the Honorable
Secretary of State -
I am, &c.,
(Signed) Charles Denby.

From Taotai 16th July 1890.

In reply to yours of the 28th instant (5th Moon) I beg to say that it was on account of the frequent disturbances at the Theatre that extra Police were engaged to keep the peace and guard the Theatre day and night. Since these Police were engaged for the Theatre then how can the Theatre not be concerned in the matter? The wages of these Police are a proper item to be paid out of the license fees; besides notice was never given of the closing of the Theatre in order to have the Police discharged and therefore

the

the regular fee must be collected in order to meet the expenses incurred. Your Honor can see the justice of the matter, and I must, therefore, request you to instruct the manager of the Theatre not to be influenced by these small expenses that he may have the full protection of the Police and that his business may prosper and, therefore, I request that you will also instruct him to pay the regular and proper fee.

(Taotai's Seal)

4. V.

No. 65. U.S. Consulate General
Shanghai, Augt. 9. 1890

John Fowler Esqre,
U.S. Consul, Ningpo.

Sir:

I have the honor to acknowledge receipt of your despatch No. 20 of August 7. 1890. On receipt of it yesterday morning, I saw Commander Johnson, of the U.S.S. "Monocacy" who telegraphed to Admiral Belknap at Yokohama, and no doubt received permission from him to go to Ningpo as the "Monocacy" left here for your port early this morning.

I am sir, &c

(Sd) J. A. Leonard
Consul General.

AAA

24.

Agreement between Frank Reid and C. McCaslin.

This agreement made at Ningpo, China, the 6th day of May 1890 between F. Reid, Registered owner and manager of the Tolanchan Guan Healin at the Ningpo in the first part (as Lessor) and Charles McCaslin of Ningpo for himself and others (as Lessee) on the second part.

Witnessed that the said party of the first part in consideration of the payment to him of a monthly rental of $220. Mex. dollars hath let and leased the Healin known as the Tolanchan Guan with furniture and appurtenances belonging thereto, for a period of 9 Chinese

Calendar

Calendar months from the 21st day of the 3d month to the 22d of the 12th month, unto the party of the 2d part the rental of $220. to be paid monthly in advance, to the Lessor. The Lessee also agrees to advance to the said lessor the sum of Two thousand dollars without interest as security for the furniture and appurtenances during the full term of the lease but to have an equitable and legal equal lien upon the said property until the repayment of the sum ($2000) by the lessor at the expiry of this agreement. The lessee further

further agrees to pay in the name of and for account of the lessor, all license fees, rentals, taxes, and commissions, heretofore assessed and due month by month to the amount as hereafter stated, viz: License fee $100. Police $20. Subtia to Lights $10. Extra Land Rents $17. F. Reid's Commission $80, say in all $227. per month. It is understood and agreed that no responsibility attaches to the lessee for any debts of the lessor and owners of the Sa lan Chan Yuan Theatre, and that the Lessee is hereby released from liability for any

claims

which may exist against the said lessors and owners past present or future. It is further agreed between the parties, that the conditions of the Police Licence (fee) to Mr. Reid the lessee and manager of the Theatre shall be adhered to by the lessee throughout the period of this lease as being for Mr. Reid's name and account and in the event of interference by the Chinese authorities, no responsibility shall under these conditions, attach to the lessee. At the expiration of this lease the said party of the second part will quit and surrender the premises hereby demised in as good order and condition

as

as reasonable use and wear thereof will permit. All breakage and loss of furniture and appurtenances to be repaired and the elements excepted: and the party of the first part doth covenant and agree that the said party of the second part on paying the said monthly rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid. It is further agreed between the parties that the lessee shall have the option of the renewal

of

of this lease upon the terms named herein for a further stated period, provided he gives notice, in writing, to the lessor of his intention in this respect on or before the 22nd day of the 12th Chinese month. In witness whereof we have hereunto set our hands and seals this 6th day of May 1889.

Sealed and delivered (in duplicate) at Ningpo China in the presence of

(Sd.) Thos. T. Potter (L.S.) / (Sd) Frank Reid
H. J. Evans / " C. M. Caslin

Copy.

C. C. C.

Land Title No. 14.

Whereas it is provided by Art. XII of the Treaty the citizens of the U. S. of America shall be allowed to purchase such property as they may require and whereas Frank Reid, a citizen of the U. S. having permission to buy land for the purpose of erecting a Hospital thereon he, the said Frank Reid, has leased in perpetuity a piece of land in the Kaing pei (㕣 北) suburbs of Ningpo, of Le Chin fu (本 金 衛) whereof the boundries are: East, the public road, South the cemetary of the Fu family;

West

West the Canal; North, the property (now) belonging to the Chang family. Under official supervision, the said piece of land measure E: 15 Kang 5 fen; South 33 Kung; W: 15 Kung and North 30 Kung: making an area of Two mow and Two kas (2 2/100 mows). I, Thomas F. Pelton, United States Consul at Ningpo and Wu Jui Sun Taotai of the Ning Shao Tai circuit being satisfied of the right title and interest thereto do register the said Frank Reid as sole owner of the aforesaid lot of land and the buildings thereon. In witness whereof this certificate has been

executed

executed in triplicate in English and Chinese whereof one copy is retained by the Consul, one by the Taotai, and the third is held by the purchaser.

The same being duly registered in the books of the United States Consulate at Ningpo under Title Deed, No. 14.

(Sd.) Thos. F. Pettus Consul

AB.

pp.

To Taotai. Dated 19th August.

Mr. McCaslin reports that during the time the Theatre remained closed, although there have been no performances, the expenses have been the same as when it was open, and that the losses have been very heavy and he begs that the Theatre be allowed to reopen.
In my letter to Your Ex. of the 28th of the eight month I had already asked Your Ex. to have the Theatre opened, and taking into consideration the heavy losses thus sustained I cannot but again repeat my request, and therefore upon

upon the earnest request of Mr Caskie I submit to you through this despatch, his application which I trust will be granted.

4.

AC.

From Thotai 20 Augt. 1890

I have the honor to acknowledge your despatch embodying McCaskie's application for the reopening of the Theatre. In reply I beg to say I have on different occasions said that the Theatre cannot be opened but as you so correctly remarked recent the losses I can no longer refused, and am willing to allow the re-opening of the Theatre on condition that 3 extra rules are added to the existing ones; these have been forwarded to Watson to be communicated to the owner. Upon the compliance

With

with these rules the Health may reopen, but it cannot, however, open before these rules are agreed to. I will send you the rules after they have been complied with, and at that time I will also issue proclamations.

A.

From the Postal 21st Augt. 1890.

In your last despatch you said the application for the reopening of the Theatre was submitted by McCaskie. On being instructed regarding the new rules Watson replies that all former despatches mention the name of Reid, and the licence was issued to Reid, and every thing was carried on in Reid's name; how is it now that McCaskie's name is mixed up in it? You will oblige me by informing what relations McCaskie has with the Theatre and whether Reid is not the owner.

4

E.

To Taotai 22nd Augt. 1890.

I have the honor to acknowledge your despatches of the 5th and 19th of the 7th Moon. In reply I beg to say that since you agree to allow the Theatre to reopen, it ought to be done under the old regulations. Whether the new rules be accepted or not by the owner of the Theatre does not concern me, and it is therefore for the parties concerned to agree upon them. Regarding the ownership of the Theatre I have the honor to inform you that Mr. Reid is the registered

owner

owner and McCarlin is his
agent.

"Tu lau" theatre Ningpo
On condition of strict compliance with the subjoined additional three rules as well as with the former regulations issued by H.E. the Taotai, the reopening of the above theatre will alone be permitted.

2d Theatres as a rule being conducive to disturbance and to the squandering of money by their frequenters cannot be considered as existing for the general public welfare. The former Taotai in compliance with repeated requests from Mr. Collins the then U.S. Consul was good enough to allow

the

the establishment of the Theatre provided, of course, that as long as it was permitted to remain open, it should be conducted on the lines and in strict accordance with the regulations specially framed for it. However, as the present U. S. Consul, Mr. Fowler, has suddenly countenanced a departure from these regulations, the Taotai has felt constrained to order the immediate closing of the Theatre, his action in so doing being most just and proper. Mr. Consul Fowler has now, however, made repeated courteous requests for the

the reopening of the Theatre to
be permitted on the framed
conditions, and notwithstanding
that the granting of such
permission will be most
inconvenient and irregular
in view of the fact that the
public have already been
notified by proclamation of
its closing, the Taotai is
willing out of courtesy to
the United States Consul, as
the representative of a friendly
power, to allow the reopening
of the Theatre on condition of
the most strict compliance
with the former regulations
modified and added to by
the three additional rules
hereto

hereto subjoined. Additional

Rule I.

In addition to the present monthly license fee of $100. the responsible owner of the Theatre is required to furthermore to pay a further fee of $100, per month to the Controller of Police, this sum of $100. monthly being devoted to charitable purposes entirely as the Taotai may from time to time direct.

Rule II

All rowdies or bad characters who cause disturbance or annoyance at the Theatre, are to be arrested by the Police and handed over to their

own

over authorities to be dealt with.

Rule III

All fees payable on account of the Theatre are to be paid monthly. If the fees are not fully and promptly paid, the amount owing will be deducted from the owner's deposit as long as it lasts. When the deposit money has all been drawn in this way and the full amount due is not made good by the owner within one month, the Theatre will be closed. If the Theatre is to be closed for the space of one month or more notice must be given to the Controller

of

of Police to whom the license is to be returned for cancellation. Failing this the fees will continue payable. If there is any infringement of these additional rules or of the former regulations, by the owner of the Theatre or any of his employés, the Theatre may be closed at any time by the Taotai and there is to be no appeal to a Consul in the event of the Theatre being thus closed.

AG

To Taotai Sept. 5.

I have the honor to inform you Excellency that Mr. Frank Reid, an American citizen, known to Your Excellency, as the holder of the license for the Chinese Tu Lan Theatre has applied to me for assistance in communicating with your Ex. in regard to the immediate reopening of his Theatre in accordance with the terms of his original license which as you are aware was lately renewed for the period of one year. Mr. Reid has shown me the correspondence which passed between himself and Mr. J. G. Watson, Controller of Police - and the said letters

are

are undoubtedly already in possession of your Ex. Mr. Walton as Controller of Police has declined to give Mr. Reid the protection called for by his license for the reopening of the Julian Theatre, and has refused to place Mr. Reid's application for assistance and protection under his original license before your Ex. Mr Reid is undergoing daily heavy losses and expenses on account of the prohibition to reopen the Theatre, and whilst unwilling to submit to the imposition of an additional fee of £100 and the insertion of the three

new

new rules in the license, as being absolutely prohibitory and disastrous to him, proposes to be willing to fully abide by and fulfil the terms of the original license for the future as in the past. I must impress upon H. Ex. the great importance of according to Mr. Reid's request to reopen the "Julian" theatre at once and must ask that you will give effect to this by giving upon Mr. Reid's part by giving the requisite instructions to the Controller of Police and the issuance of such orders by proclamation and otherwise as may be required under your circumstances

44.

A II.

From Daotai 6th Septr. 1890

I have the honor to acknowledge receipt of your letter of the 21st inst. in relation to the Theatre, and I beg to say in reply, that although the 12th rule of the old license provides for the renewal of the license for one year, the same is not considered any longer as binding as the conditions and terms of the same have been broken. On your urgent request for the reopening of the Theatre I consented on condition that three new rules were added to the existing ones, this was done through

through my friendship Logan
and the Theatre can only re-
open on the compliance with
the rules. If the proprietor
cannot abide by the three new
rules how is he to abide by
the old rules? Some days ago
a letter was received from
Walton - this I have replied
to by limiting a time in
which the old license is
to be returned for cancellation
the holder of the license has
not as yet done so this is
very dilatory on his part, indeed.
It is not I who am anxious
to put obstacles in the way of
the Theatre, but really that the
owner does not know I have

been

been doing my best for him.
I have again ordered Walker
to hasten the cancellation of
the old license.

A I.

To Taotai 11th Septr. 1890.

Upon the receipt of your favor of the 22nd inst. informing me that you would not grant Mr. F. Reid's request to open the Hoihow upon the old basis but insisted that the three new rules must be complied with, viz: I laid the same before Mr. Reid and upon his urgent request I instructed his Ningpo agent to pay to the Controller of Police all monies required. This Watson refused to accept unless accompanied by the old license. Now after due deliberation and in compliance with the wishes of the owners I must courteously but firmly decline

decline to allow the old license to pass into the hands of the Police. The license having yet several months to run and Mr. Reid expressing a willingness to comply with its requirements and moreover it bearing the seal of the U.S. Consulate and further it being the personal property of the U.S. Reid, I fail to see upon what grounds you claim this document. I, hereby, on behalf of Mr. Reid again offer to pay the taxes as required under the old license and the extra $100 as required by the three recalled new rules under a most distinct protest that

this

this will in no way invalidate any claim he may bring against the Chinese government for losses incurred in the past, present or may be incurred in the future on account of your actions in this matter in the past, present, or future.

Copy. A.J.

From Taotai. 15th Septr. 1890

In reply to your last on the Theatre question I beg to state as follows: Since the extra tax levied by me was agreed to and brought for payment to the Police Station, the original licence chosen at the same time, have been handed in in order that the three new rules may be added to the existing ones so as to be faithfully abided by, otherwise what proofs are there that these new rules exist?

Moreover, your Honor in your despatch was the first to annul and discard

the

the regulations originally com-
plied - which act was much to
my desire, and therefore Police
Controller Walton had orders
to call in the existing licence
and return the deposit and
strictly order the closing of
the Theatre, and proclamation
to that effect were issued.
Your despatch of the 15th of
the 6th Noon shows that the
owner suddenly wished to
disregard the then existing
rules, at that time I replied
to your despatch and on various
occasions subsequently you have
been notified - that the original
licence was annulled that the
same has been long reckoned

as

as waste paper, of what good is it then to the holder. Annulling the license was your wish and therefore the state of affairs is not the consequence of my acts. In short the owner of the Theatre does not realize the fact that I am desirous of befriending him or he would have returned the license. I act under the guidance of circumstances.

A.

Ningpo, 30th June 1890.

J. Fowler, Esqre.

H.B.M. Consul, Ningpo.

Sir:

Will you be so kind as to write to H.E. the Taotai and ask if he will not reduce the amount of the license of the Theatre as we have had it closed for half a month, and I gave verbal notice to the Police authorities at the time. In a letter addressed to your office on the (Chinese) 30th of '89 I believe H.E. intimated that he would reduce the amount to be paid on the license, if it was closed for any length of time. I hope

you

you will have time to attend to this at once as we have to pay for the license tomorrow. Trusting you will excuse the trouble we are giving you, I remain

Your obedient servant,

(Sgnd) C. M. Caslin

4.

B.

To Taotai. Dated 1st July 1890.

I have the honor to request, on behalf of Mr. McCarlin, a reduction of his Theatre license fee as agreed upon by your predecessor in a despatch of the 30th of the 1st moon of last year.

Trusting you will grant the request

(Seal)

ply.

C.

From Daotai. 5th July 1890.

In reply to yours of 15th inst. regarding the reduction of the Theatre license fee I beg to say that my predecessor agreed to make a reduction when the Theatre was closed for a period of ten days or more, of half a month's license fee. I find that altogether the Theatre was closed for forty two days (in two months), this, however was not continuous, therefore I will make a rebate of one full month. Hereafter this must be governed by the rules. I have already instructed the Police Controller to that effect.

(Daotai's Seal)

Ly. D

No. 22. U.S. Consulate
Ningpo, 7th July 1890

C. McCallin, Esqre.,
Ningpo.

Sir:

I have much pleasure in informing you that the Taotai has granted your request re reduction of your license fee for the time your Theatre has closed. viz: 2 portions of 2 months making one hundred dollars. This you can either collect from the Police or have refunded from your next payment.

(sd) John Fowler
Consul

F.

From Daolai 7th July 1890.

Regarding the Theatre license fee in my last I said I agreed to make a rebate of one month's fee and had instructed Police Controller Walsh to that effect. On receipt of my instructions Walsh reports as follows: "that it was on account of the Theatre that extra Police had been engaged whose wages must be paid monthly. If the Theatre were closed for any length of time the reduction could reasonably be made, and the extra force be dismissed for the time being; but if a reduction should

be

be made whenever the Theatre closed for 10 or 20 days, where will the wages of the Police be drawn from? It is not possible to dismiss the men for a short time and take them on again when the Theatre reopens. Last year the Theatre was closed from the 27th of the 7th Moon to the 7th of the 9th Moon, no reduction in the license fee was made at that time, and he (the Comr) begs, therefore, that the U. S. Consul be requested to inform the Theatre people that should the Theatre close for the period of a month or more in future, the reduction will be made

and

and also begs to be informed from what fund the $100 already granted should be drawn."

In reference to this matter, the extra Police were engaged for the purpose of protecting the Theatre, and when I granted the rebate I was under the impression that the Police could be dismissed for the time the Theatre remained closed. And since the expenses, as I thought, would be less, therefore, part of the license fee could also be remitted, but according to the Controller's report the Police were not dismissed and, there is no fund from

which

which to draw the Police wages and the Theatre must pay the full fee.

It is reasonable that the Police cannot be suddenly dismissed when the Theatre does not close for a period of one month. Therefore, I beg to request you to have this hundred dollars paid.

(Seal)

Copy. F.

To Taotai. 9th July 1890.

On receipt of your despatch of the 19th of the 5th moon granting the rebate of one month's license fees for the 42 days on which the Theatre was closed during the 4th and 5th moons, I wrote to the manager informing him of your grant. On the 21st of the same moon I received your despatch saying that the Controller of Police reported "that the services of the Policemen were engaged by the month and cannot be paid for by the day. If the Theatre should be closed

for

for 10 days and only half the license fee be paid there will be no appropriation from which to draw these wages and therefore begs that the U.S. Consul be requested to inform the Theatre the license fee will only be reduced when the Theatre is closed for a period longer than one month, &c. &c." In going over the matter I find that since under a despatch of the 30th of the 1st moon of last year from your predecessors there are provisions made for the reduction of the license fee during such times as the Theatre is closed

I.

I will, therefore, insist that these provisions are carried out. Regarding the reduction already granted, I beg to say that I have written to Mr. McCaskin informing him that you had granted his request, and I, therefore, cannot revoke it. Besides the $100. Mr. McCaskin pays monthly $20 for services of Police, which he has paid. In conclusion I can only say that I will hold to what was written in your first despatch

(Consul's Seal)

Copy. G.

From Daotai 11th July 1890.

In reply to your despatch regarding the reduction of the Theatre license fee, I beg to state that my predecessor, Hsüeh, in making the provisions for the return of half the license fee, should the Theatre be closed for 10 days or more, he understood that the Police may be discharged for the period, besides he stated it was a special privilege to be agreed upon so, therefore, it cannot be laid down as definitely settled. Last year, for instance the Theatre was closed for a longer period between the 7th and 9th moons; no reduction was called for then, so this year it must remain the same. Policemen have been

engaged

engaged and their wages must be paid and therefore the regular license fee will be collected. The $20. mentioned by you must be outside the regular fee. I will make enquiries of the Police about it. I must again ask you to instruct the owner of the Theatre to pay the regular fee.

(Taotai's Seal)

H.

To Taotai. 14 July 1890

In reply to yours of 25th of the 5th Moon setting forth your reasons why and inviting that the full fee for the Theatre should be paid, because "the Police must be paid". I have to say that it seems to me an arbitrary and unjust decision, which I am confident that your Honor would not render if the facts were properly laid before you. In the first place an agreement was made between the Theatre and your Honorable predecessor

That

that upon certain conditions being fulfilled a permit to establish a Theatre would be granted; among these conditions are $200. to be placed in the hands of the Police as a security for the maintenance of good order; $10 per month for each Policeman employed in the Theatre or on the premises as applied for; a license fee of $100. per month for permission to run the Theatre, a rebate to be given whenever the Theatre is closed for a period of 10 days or more. Now all these conditions and requirements have

have been fulfilled on the part of the Theatre people; it seems to me the party of the other part should adhere to their own rulings. The Theatre pays to the Police Department for such Police as it requires whether running or closed, the license fee has nothing to do with the Police as far as the Theatre people are concerned, that is your affair as to how you apply this fee not theirs. I cannot see how you expect the Theatres to pay for more Police than they have the use of. You will see that even after the fee is reduced

one

one half the Contractors would have ample funds for Police; viz: 2 months' Police $20-40, and 2 half months' license fee $100- making $140.

J.

To Taotai. 17th July 1890.

Your despatch has received my attention and in reply I beg to say that I must adhere to the statements made in my former despatches as I have fully covered the grounds therein. The Manager of the Theatre and the Theatre have fully complied with all the requirements and conditions, and it is no more than right that the authorities should abide by their own rulings. In my last despatch I stated that the Theatre plays running or closed for all the Police required regardless of the license fee

and

and after the license fee has been reduced to one half there is sufficient to more than pay for the Police. I am sure that you do not pay for what you do not get and you cannot expect others to do so. It was agreed by the last Taotai that whenever the Theatre was closed for a period covering (10) days that one half of the fee would be remitted, nothing was said about requiring notification, the Theatre has been closed, you acknowledge that there was an agreement to deduct one half and in your

first

first dispatch you conceded the request, but, on representation from the Controller of Police, changed your mind. If after you have granted this request you change your mind and refuse, I shall be under the necessity of claiming a like privilege of changing my mind whenever it suits my convenience, but I am sure that such a condition of affairs will not arise between this office and yours as I have too much confidence in your integrity and good judgement, and relying upon that good judgement I must again request

you

you to advise the Police to
remit this unjust tax
(Consul's Seal)

Enf. K.

Postal to Consul 20th July 1890.
Regarding the reduction of the
Healin license fee and in reply
to your frequent despatches on
the matter I beg to state as
follows: It is not I who
want the fee to be paid
rightly or wrongly, but because
the reports made by the Controller
Watson, of the Police are in
all respects reasonable, and
I cannot justly have the fee
remitted as there is really no
appropriation from which it
can be drawn and since it
is for the Healin that the
extra Police were engaged
it is but proper that the
Healin should pay for them.

Or

On the first instant I received your Hons' despatch again requesting me to instruct the Controller to make the reduction. Relating to this matter I have on several occasions written to you - Since you will not instruct the Hawaiian people to pay this fee I concluded on thorough consideration of the facts that You have taken for conclusion my reply of the 19th of the 5th moon which was written only after hearing your version and Your Honor's views were to have the reduction agreed to. You said in your letter that my predecessor did not stipulate as to notice

to

to be given of the closing of the Theatre; you say this because you did not bear in mind the desire I have for conducting business between your Honor and myself on a footing of friendly feeling and good faith. and also because you did not bear in mind the difficulties of my Police in not being able to meet the expenses incurred Is this the friendship that should exist between us in our business relations? In my dictated I asked how it was that no reduction was asked for last year when the Theatre was closed for [illegible] from the 7th of the 9th Moon, You did not reply, and

I

I cannot understand the reason. The clause relative to the reduction of the license fee is contained in a letter from my predecessor bojamo five days before handing over charge this office to me; he said it was to be a special privilege, but did not agree that the Police should be made to pay for the extra Police engaged for protecting the Theatre. At that time the Theatre was not open; it could not be known whether the rules established were suitable or not, and consequently they should be altered or revised to suit circumstances.

The

The matter was not conducted under one official or at one time, so how can it be taken as definitely settled? The Police have suffered by this affair and the Theatre gained advantages. The trainees at the Police Station is not the same as that of this office, and in many trifling cases the particulars are not reported. It was because I had implicit faith in you that I replied in the affirmative to your first despatch without enquiring into the particulars of the matter. From that it is seen that I have acted towards you with no other feeling but that of friendship and good

faith.

faith, and you ought to be more considerate to me. I ordered the Police Controller to make the reduction to which he replied that as the expenses already incurred could not be met or drawn from other appropriations this is very reasonable. How could I, because having said I would agree to upon request, force the Police to remit the fee? Would it not then be showing that I were rendering unjust decisions? Whether a thing can or cannot be done, there are circumstances to govern. Matters between Princes can be altered to suit circumstances, then why not rules for governing

Minor

minor matters. In your letter you say I owned nothing for what I do not get. You argue only for the Health but why not also think of the Police? You also say that I have once agreed to and then refused the request on the report of the Police. In reply I can only say that Your Honor and I are stationed at the same Port and our business should be discussed and the most just course should be adopted. When you asked to have the license fee reduced according to previous agreement, I agreed to do so without particulars.

And

and because the Police Controller represented in a reasonable light I wrote again and asked you to have it paid. This I decided upon with the view of doing justice, and I must again ask you to have it paid.
The Theatre is protected by the Police, and these Police are under my control; if the Theatre does not consider the Police it does not consider me. If I did not order the Police to protect it the paid Police would not do so, I cannot order the Police not to protect it, and the Theatre must ask for their protection it not being like other business If they annoy the Police they annoy

me

me. If the Theatre will hold to the rules and to my predecessor's despatch, it is not your Hons annoying me but the Theatre annoying me by annoying my Police. If for the small matter of a month's license fee the Theatre annoys my Police it would appear that it desires the protection of my Police no longer, this I fear will not be to the gain of the Theatre. So I will again request yr instruct the Theatre people to consider the matter well. In short the Police Station cannot be made to pay for extra Police hired for the Theatre. The closing

and

and opening of the Theatre shall be made known to the Police, then a special privilege will be taken into consideration. Your Honor's wise judgement and good sense are known to me, they will show that a small matter as the reduction of the Theatre license fee should not be allowed to injure the friendly relations existing between us, so, therefore, the above particulars. I have already directed the Police Controller to collect the fee and must also beg that you will instruct the Theatre to pay it Hereafter whether the Theatre closes for half a month

or

of many months notice of the fact should be given, and a reduction will be given otherwise no application for a reduction will be considered. In conclusion I must beg that you will issue the necessary instructions and also to say that further letters on the subject will not be replied to

Copy.

I.

No. 33. U.S. Consulate,
Ningpo, 25th July 1890.

C. M. Conlin, Esqre.

Sir:

You are, hereby, directed to cease paying any license or police tax of whatever nature or than for lights and sanitary regulations to the representatives of the Chinese Government on behalf of the Tu lan Chiu Chee Theatre.

I propose to assume Consular Control of this Theatre under the regulations of the various Treaties, it being the property of an American. Further instructions will be sent you at an early date.

(Signed) John Foster -
U. S. Consul.

No. 35. U.S. Consulate,
Ningpo, 30th July 1890.

Major J. C. Watson
Controller of Police, Ningpo.

Sir:

I hereby make formal demand for the return of $200. now in your possession, placed in your hands by Daud Reid, Esqre., as security for the orderly conduct of the Du lan Chün Chee Hsieh upon the ground that there is no treaty or other obligation which requires an American to give security to the Chinese Authorities for the conduct of affairs on the premises of that American. An early compliance with

this

this request will be appreciated. I may also state here for your information and guidance that I have instructed the Theatre not to pay any fee for Police or License tax, but while they will not pay for the Police it will be distinctly understood that this in no way relieves the local authorities from their obligations to protect such Theatre. I am fully aware of the important departure I am now taking. H. E. the Taotai has been communicated with at length of this decision to whom you will address any complaints you may wish to make.

(Signed) John Fowler
U.S. Consul

Copy.

IV.

To Taotai. 30 July 1890

After considerable deliberation and after fortifying I now take with the various laws upon the subject, I have the honor to state in reply to your favor of the 4th day of the 6th moon, that I have this day given instructions to the manager of the Tulan chün chee Hsieh, that on and after this date he should cease to pay any tax for Police or as a license fee, of whatever nature, excepting such fees as are necessary for lights and the execution of the sanitary laws. I propose

to

to protest to the fullest from this date all the legitimate interests of my countrymen. I am compelled to take this action after mature deliberation from the stand that you took in relation to the request of the Health for a rebate of tax when it was closed which was granted at first and afterwards refused by you on the grounds that the Police had to be paid. This opened my eyes to the exorbitant and unjust tax that was being levied upon an American enterprise which to all intents and purposes

I

I found was under the control of the local authorities and from the best of general information received by me at divers times. I became convinced that under existing circumstances American enterprises are being gradually but surely driven to the wall. Permit me to state here that I have a great regard for yourself and I am confident that you would aid me in any way I should ask but for the present, I shall take this departure and endeavor in every way in my power to ameliorate the condition of my countrymen, and

wherever

wherever I find them laboring
under unjust and heavy
burdens I shall try to remove
these burdens, that they may
truly enjoy the rights of the
most favored nations. My
stand is amply protected by
the various Treaties. It is under-
stood that while the Theatre
will not pay any license fee
or other tax this does not
relieve the Chinese Government
from giving it such protection
as it may require and I shall
expect that you will see that
the interests of this American
enterprise are fully protected
as though it belonged to England
or another Treaty Power.

I

I shall give instructions to the Controller of Police to refund to this office the $200. now in his possession and shall also inform him of this despatch.

It being conceded that the Theatre is a proper business I shall see that nothing offensive to your government is enacted therein and that all Treaty obligations are strictly complied with.

(Consul's Seal)

From Taotai 4th Augt 1890

I have the honor to receive your letter of the 25th of the 6th Moon regarding the Treaties

In reply I beg to state that Treaties were signed between China and other nations for commerce. Commerce means the exchange of commodities between two nations, one giving to the other of what she has for what she needs. Thus each benefitting the other. Merchants coming from distant lands and peaceably import goods are by Treaty entitled to Chinese protection. The Treaties is

a source of disturbance to the place where the least quarrel soon becomes a serious affair, and it is different to other business where goods of various kinds are dealt in. There is no clause in the Treaty which states that foreigners can run Theatres, besides Kiangpien is not a Concession, therefore the granting of the privilege of running such Theatres whether by Chinese or foreigners rests wholly in my hands. Since the duty of protection falls on my shoulders, it is my duty to be cautious and careful. There are daily in

the

the Theatre hundreds of men of all classes and dispositions and if these should create a disturbance would the building and wound a number of peaceable men together with the rowdies and result in a riot the responsibility would rest with the local authorities. My predecessor received an application from your honored predecessor for the privilege of having a Theatre (under American Management) upon which the Police Controller was ordered to compile rules which were printed on the license granted, and the applicant fully

fully agreed to carry out these rules before the privilege was granted. The Police Controller was directed to add to the Police force and the license was countersigned and sealed by the Consul and has been in use for over one year during which time although there were frequent disturbances, the Police were able to quell them before they became serious. When I granted the rebate on the license fee on your application I wished to favor the desires of foreigners, when afterwards cancelled the grant it was because there

were

were no appropriations from which to draw the wages. The license fee paid by the Theatre was only $100 besides $20 or $30 for extra Police (in the Theatre) and other expenses. It has long been my wish to see this Theatre closed for the sake of peace and quiet in the place but as the privilege was already granted I did not care to suddenly close it, although it was the source of much trouble, nothing of serious consequence had occurred. Since you have directed the owner to cease paying the fee,

which

which means the cancelling the license and the rules, it relieves much of the responsibility hitherto borne by the Chinese authorities. This is very much to my satisfaction I have ordered Controller Nelson to direct the Health Manager to return him this day the license issued by him and from the date of his return to cease collecting all fees, and if Rule 9 of the license covering the forfeiture of the deposit is not broken then also to return to the Manager the $200 placed in his hands and at the same time to order the closing of

the

the Theatre which will never be opened again. The Theatre is to bear all consequences arising from the disobedience of these orders and you will be responsible for all troubles that may arise hereafter. The Police can no longer protect such an institution which is a source of disturbance to the peaceful business of this place.

(Captain's Seal)

fy.

F.

To Taotai Augt 5. '90.

In reply to your Honor's despatch of yesterday, I have the honor to state that the American Theatre will continue as hitherto and the manager has been instructed to use every means in his power to preserve good order and peace on the premises and when necessary I shall expect that you will exercise your good offices that the same end may be attained. The Theatre is a legitimate business, and it will be entitled to protection under the Treaties. Article 15 of the British Port Regulations says "to British subjects may establish

or

or carry on an Hotel, Boarding house, or Eating House, House of Entertainment, or Shops for the sale of liquors without the sanction and license of the Consul &c." but it does not state that a license must be granted by the Chinese authorities or a fee to be paid to them - a Theatre comes under this clause; if a British subject can do this why not an American? I trust you have instructed Walsh the Conductor to refund the $200. I shall issue a license for the Theatre

(Consul's Seal)

Copy.

No. 20 U. S. Consulate
7th August 1890.

Hon. J. A. Leonard
U.S. Consul General,
Shanghai.

Sir:

I have the honor to report the following: Since July 1st I have had a lively correspondence with the Taotai. I had requested on behalf of Mr. McCaslin a reduction of the license fee of the Theatre while it was closed according to agreement. In reply the Taotai granted the request, but a day or so after refused to do so and withdrew his grant on the ground that the Police had to be paid. Then came a charge

that

that McCaslin was selling his name to gamblers, i.e. allowing gambling to go on on his premises. I settled that, there being no truth in the statement. As soon as this was settled, the Taotai sent me a long despatch stating that McCaslin had false longs. This was also disproved as the records of the sale of these longs were made in this office, to McCaslin from the estate of F. Bert in 1883. The longs have been on record as American property over 15 years. This question has not yet been answered although he promised to do so by a separate despatch

despatch. Then came the charge that McCaslin's boy had women in the procession after being warned not to. This was also refuted and proved by me to be untrue. However, the Taotai made a demand for McCaslin's China-man to be investigated and I let him go; this was some 10 days ago. He was nee outside the walls but was retaken. Rumors have reached me that the Taotai was keeping him for other purposes than those for which he was arrested (he having a woman in the procession) I asked for his release, but in reply I received a curt notice that it was none

of

of my business, but that it was a purely Chinese case. The "rumors" I heard were that he was forcing the man to state that M'Caskill's house was a false one. I then asked to be present as a witness to the trial, but this was refused. Then I made another effort, using the British Consul's name as holding the same views, to be present or that a copy of the proceedings be sent me, but before this was sent I was told by the outsiders that the Taotai had stated that the Chinaman would get 500 bamboos if he received another

another letter from me, and members of the Chinaman's family gave me to understand that the Taotai knew he was wrong but would not let the man out until I had ceased writing to him. I did not send this despatch, but on speaking to Mr. Giles (H.B.M.'s Consul) this morning he advises me to send the despatch as the Taotai is decidedly wrong. I do not blame the Taotai, it is his advisers that have put him in this false position. All those despatches, coming one after the other, and as soon as I have disproved one charge another came forward, exciting

my

my suspicions. I therefore looked into the rights of Americans under the various Treaties and from various decisions and lengthy consultations with all on diplomatic correspondence and after consulting H.B.M's. Consul here, Mr. Giles, we came to the decision that I was justified and had a legal right to withdraw all American interests from Chinese control as the Theatre has been paying $100. a month license fee and, in addition, $10. per month for each Policeman (under Chinese Control,) Therefore I issued instructions

instructions to the Theatre to cease paying this extraordinary tax and that I would assume Consular Control and that strict rules would be made, in order that good order and peace would be maintained, at the same time notifying the Taotai and the Police of the action. I also demanded the return of $200. placed by Reid in the hands of the Police for security of good order by him, on the grounds that Americans were not required by Treaty to give bonds to the Chinese for the manner in which they conduct their business.

In

In reply to these despatches I have received notice that the Taotai refused to protect the Theatre and that any trouble ensued I would be held responsible and also notifying me that he had ordered the Theatre to be closed. In reply I simply quoted certain British Port Regulations as to business in China, (Rule 15) and asked if British subjects could do these things why not Americans? And I also requested him to aid me in protecting the American Theatre. To this I have received no reply although I had written

two

two (2) days ago. I have
been in constant consult-
ation with H. B. M's. Consul,
and he takes the same stand
as I do. The Theatre has been
closed since the 1st, on
account of the contract of
the old troupe having expired
and a new troupe coming
on the 11th, therefore the Theatre
has not been closed by the
authorities; it is my intention
that the Theatre shall have ample
Police under my control (consular)
and not under the Taotai, but
"rumors" having reached me
from most reliable sources that
when the Theatre opens on the 11th
(Monday) the Boxers intend

breaking

breaking in without payment of entrance fees and to do damage, as it has been circulated around that the Dantai will not protect the Health and therefore after a long consultation Mr Giles joins me in thinking it advisable that an American Man-of-War be under existing circumstances sent down here in time to be present when the Health opens, not to come down with hostile intentions but as preventive measure, while there may not be a riot, we have every reason to believe there will be one. I showed like very much

to

have you see the naval com-
mander in Shanghai and
ascertain from him if he
cared some down just as
though he knew nothing
of the state of affairs and
as though it were in the
usual course of events.
It is a question as to whether
Americans can do business
here under the protection
of their Consul or under the orders
of the Taotai; if the latter be
the case Mr. McCaslin informs
me that he will leave Ningpo.

I am Sir,
Your obedient servant
(Sd) John Fowler
Consul

Copy. F.

From Taotai 8th Aug 1890

I have the honor to acknowledge your despatch of the 28th inst. and in reply beg to state that the theatre is a source of disturbance to the place where the good and bad collect and mix daily by the hundred and where at the least provocation a great disturbance ensues. This class of business is different to any other in which merchants peaceably buy and sell, and your Honor calling it a legitimate business is beyond my comprehension. The portion quoted by you from the Brit. Post Regulations is not to be found

in

in any of the Treaties. The regulations in question must have been compiled by the British goverment and in no way do they concern the Imperial Govt. Moreover, it is not stated in any Treaty that Theatres are allowed to be established and Kiangpei-an not being a concession cannot be compared with Shanghai or Chinkiang. I can never agree to your proposition about a license being issued by you for the Theatre and having the Police Protection as usual without paying any fees. Ningpo is a place were there is a mixed population,

Therefore

therefore my predecessor when granting the request of your predecessor to start the Theatre, had suitable rules compiled and to have the protection of the Police. Appropriations for Police expenses were made and therefore the license were granted but now you simply want the protection without paying the fees. To say nothing of the Policemen having to answer with empty stomachs to the beck and call of the merchants of your honored nation in a manner which hurts the Chinese, I will never agree to draw from other appropriations

for

for the purpose of supporting such a course. I have decided that the Theatre owned be the cause of trouble to the place and I had desired it shoud be closed, but now you have stated and broaden the conditions your predecessor compiled The privilege of running the Theatre granted by my predecessor to yours ceases on the date of the cancelling of the license and the return of the deposit. Regarding the return of the deposit proper orders have been given at the Theatre shoud at once cease running and be instantly closed. Information reaches me that

notices

notices have been put up
saying that the Tulan Chai
Yüen Theatre will reopen on
the 26th inst. (11th Aug.) The regulations
having been cancelled can
it be possible that the Theatre
dares to reopen. I will again
give you due notice that
shewed the Theatre disobey me
and reopen, they will bring
the consequences on themselves
I will give orders to the magistrate
to act in conjunction with the
Police to make arrests, and
close and seal the Theatre.
I will then finish severely
punish the Chinese connected
with the Theatre and then
demand of you to turn over

to

to me all Chinese interested in it, who defied me and falsely call themselves a foreign company, for punishment. I have given orders to the Magistrate as to closing and sealing the Theatre, and instructed Watson the Controller to carry out my instructions, and also sending him my proclamations to be posted at the Theatre for the information of the people.

(Taotai's Seal)

4.

5.

No. 39 U.S. Consulate,
Ningpo, 8th Aug. 1890.

H. A. Giles Esqre.,
H. Bell's Consul.
H. Danish Majesty's Vice Consul,
Acting Consul for Austria Hungary
Consular agent for France at Ningpo.

Dear Sir and Colleague:

I have the
honor to inform you that
an American will reopen the
Tulan cha yüen Hsien on Monday
the 11th inst. and I intend to
have consular control over it,
it being American property.
I have notified his Excellency
the Taotai to this effect and
requested his protection, in reply
I received a dispatch in which

he

he informs me that he has withdrawn all the Police and refuses his protection and he further states that he will hold me responsible for any trouble that may arise (i.e. through disorderly conduct on the part of his subjects) I answered this with a renewal of my request for his good offices in the maintenance of peace and good order, when the Theatre reopens and to give it that protection to which it is entitled by Treaty; to this I have not yet received a reply. This morning information reaches me that the Police

(withdrawn

withdrawn a few days since)
entered the Theatre yesterday
and tore my down all the old
proclamations issued by the
Chinese authorities — issued
by them for the protection
of said premises. I now
have the honor to request
you as the representative
of friendly powers to aid
me in demanding of the
Chinese authorities, that
protection to which the Theatre,
as an American enterprise
is entitled to. If you will
kindly use your good offices
that this end may be attained
you will assist me greatly,
in endeavoring to assert my
rights

rights as Consul, and, at the same time strengthen your own interests in this district.

(Sgd) John Fowler,
U.S. Consul.

I.

Taotai's Proclamation. I

9th Augt. 1890.

The former Taotai, Hsieh received an application from the U. S. Consul, Pettus, on behalf of Frank Reid, for permission to start a Theatre at Canpo (Hsiang peian.) He replied that Theatres & Singsongs have been a source of disturbance and were consequently prohibitted and that he could not grant the privilege applied for without deliberation. The Consul being determined to start it, the Taotai reluctantly granted the request, compiled rules and issued a license. A deposit was then made; a monthly

tax

tax was paid, the Police station engaged and detailed special Police for the protection of the Theatre. The Theatre has now been open for over a year and has often been the scene of fights and disturbances, but finding it was not causing any very serious trouble, I, the Taotai, did not enquire into the affair steadily, but on the other hand issued proclamations for its protection. At this moment U.S. Consul Fowler has cancelled the rules, re. made by the Consul Potter and Taotai Hsüeh, which step meets my views. I have therefore ordered Controller

of

of Police, Watson, to withdraw the license and return the deposit, thus ending the privilege of running the Theatre, consequently the Theatre people are hereby ordered to close up and cease all performances

All you who are concerned in the Theatre are also directed to pay attention to this and know that the Theatre is the daily meeting place of hundreds of men of all classes, where the slightest cause is followed by a disturbance; that Ningpo is different to Shanghai, and Chinkiang, and travellers and visitors being scarce at this port residents

and

merchants can only waste money and time in this Theatre, hence the Theatre is a harm to the people, so after the appearance of this proclamation the Theatre will be closed for good in order to avoid trouble and establish peace and good order in the place. If any dare disobey and continue to perform, the Police will arrest the offender to be turned over to the Magistrate for punishment, at the same time to report to me and I will demand of the U.S. Consul to hand over the Manager for punishment.

9th Augt. 1890.

Notice issued by Consul.

Whereas the Dulan Chinese Theatre, having been running under a license issued by the Police, I, John Fowler, Consul of the United States of America, having examined the Treaties, find that such license is not called for, I have, therefore, authorized the owners of said Dulan Theatre to reopen on the 26th inst. under a license issued by me, said Consul. Prices of admittance will be as formerly. No rowdies will be admitted.

Yours,

You, people of Kingsto, are directed to keep peace and good order, and are, hereby, cautioned not to create a disturbance. Those disobeying will be arrested and handed over to the authorities for severe punishment.

Respectfully.

A special notice.

5[2]

Ningpo Augt 9. 1890

Dear Sir and Colleague:

In reply to your despatch of the 8th inst, I have the honor to inform you that I have addressed the Taotai on the inadvisability of withdrawing his protection from the Healü in question.

I have the honor to be,
Sir
Your obedient servant,
(Sd) H. A. Giles.

J. Fowler Pagé,
U.S. Consul,
Ningpo.

Ly. IV

From Daotai 10th Augt. 1890
Regarding the Theatre matter I beg to say as follows: The rules and conditions framed by the late Daotai, Nüch, on which the Theatre has been running have been suddenly broken by you and you said that you will issue a license to the Theatre that the Police tax will be discontinued and that their protection will be withdrawn upon &c., &c.
I replied that since the rules were broken the Theatre should be closed and sealed and I have already informed you that I could not allow you to issue any licenses;

at

at the same time order the Hoppo to close. Information reaches me that you have issued proclamations and posted them at the Hoppo door for the information of the Chinese, stating that you had issued proclamations and the license and that the Hoppo had your permission to open on the 26th. This appears to me incredible The port of Ningpo, though open to trade, is not a concession and whether the Hoppo should or should not be permitted acts altogether with the Chinese authorities. The Treaty contains no clause

under

under which foreigners can claim the privilege to run Theatres. The conditions and rules under which the Theatres can have been broken, and I never consented to your issuing a license, then how can you compare a Theatre to business allowed by Treaty, and issue a license for its reopening? Further, how is it that you issue proclamations notifying Chinese subjects? The act on your part is stepping beyond the bounds of your authority. You have acted thus without thinking. Not only do I decline to conform to your wishes in this

this matter, but showed the case be referred to Peking, your Honble minister there will not support you, or showed the Minister wish to support you and lay the matter before the high authorities it is to be doubted whether they would deem my action in preventing you issuing a license for the reopening of a Theatre in a settlement which is not a concession a violation of any Treaty, because it will be taken as a precedent by all other nations, and the matter is of great importance to the foreign relations of this Port,

and

and it is clear that the high authorities will support me in this case, and I am not, in the least, anxious as to my actions. I am prompted by friendly feeling to you to give you this timely notice of the inadvisability of opening the Theatre without my consent; otherwise I would only wait until the day of its opening and then close it with the authority and power vested in me. My desire is the peace and protection of the place and the Theatre is not to be considered as existing for the general public welfare. To abolish license

and

and close the Theatre ~~is not to be considered~~ has been my wish for some time, and my wish has been fulfilled by you ceasing to abide by the conditions under which the Theatre was tolerated. Without extra Police the Theatre cannot be protected; to have extra Police the funds to pay for same are required. Without protection there cannot be peace at the Theatre. You only think of your merchants and grasp the authority, and save expenses, but you do not consider that there are

bad

but few foreigners interested in the Theatre and that the majority of the shareholders are Chinese — this, however, I do know. You have listened to the stories invented by Chinese to fool the owners, and on account of them strain the friendly feelings existing between us. I can never agree to what is not permitted, and, therefore, must ask you to consider the matter well. The actors are Chinese and also the audience, and how many foreigners are there in the concern? I have no authority over the Americans it is true,

Yrs.

but have I no authority over the Chinese actors who disobey me? And have I no authority over the Chinese audience? Can you presume to protect all these? The business of running a Theatre is not that of the Merchant; if the owner offends, the Chinese can procure his punishment in the like manner. Should the Theatre open against my orders, my only course would be to have it closed and sealed, and I will exert all my power to effect that end, whether that be in accordance with your desires or otherwise has nothing to do with me.

Taotai's 2d proclamation. 10th Aug. 1890.
(Here is a repetition of his last proclamation)
The U.S. Consul, Fowler issued on the 22th of the 6th Moon proclamations in Chinese stating that the Hoihow will be opened on the 26th inst.; the prices will be as formerly and so forth The Hoihow is objectionable both place and is not allowed by Treaty. Kiungchau (Kampo) is not a concession, and China has power to do as she chooses and I, as Taotai, am charged with the official duties of this Port. Since the Hoihow will neither abide by the rules nor recognize

the

the authority of the local officials, it closed at once according to regulations be closed and never again be allowed to open. Now the U. S. Consul presumes to issue ~~proclamations~~ a license for the running of a Theatre in a Port in the Empire of China, which is not a concession and ventures to issue proclamations for the information of Chinese subjects, whatever be his motive in this matter, he is much to be blamed for his presumption. Besides repeating the instructions in my last proclamation I now issue this for the

information

information of all classes of Chinese that if you dare listen to the words of those "Outsiders" and forget your own nationality thereby breaking the laws of China and become villains, I can only order the Police and then a Magistrate to arrest and punish you. My motive is to benefit the place and what I say I will enforce.

Respect this special notice.

Enf. V.

To Taotai. Dated 13 August 1890

Whereas the Theatre license affair has arrived at such a point that it is not possible that it can be settled by correspondence between this office and yours, I would suggest that the whole case be referred to Peking that a settlement may be arrived at by the high authorities; and in the meantime I would request that you would allow the Theatre to run on the old basis as hitherto, as each day it remains closed means a heavy loss to the Theatre.

And

And I would also ask that you would issue proclamations informing the people that the Theatre is under your protection.

Awaiting a speedy reply &c

(Consul's Seal)

7.

From Dadai 15th Augt. 1890.

I have the honor to acknowledge receipt of your despatch of the 28th, 6th moon. In reply I beg to state that I have already on various occasions given you full particulars of the affair and also the difficulties which prevent my carrying out your wishes in the matter. This you have already known and is needless for me to go over. Of course, you may send yourself about sending the matter to your Honble Minister at Peking. It is not for me to interfere. Regarding the losses of the Hoshi, I can only say that they have brought them on themselves

and

and I am in no way con-
cerned in them. It is my
duty to protect all foreign
business at Ningpo; but,
how is it that the merchant
of your Hon.d Country cannot
do any other business but
insist carrying on a Theatre
that is not allowed by Treaty,
and asking for my protection
and good offices? Reflect on
the matter yourself and con-
sider if it is right. It is my
desire to improve the bad
customs of the place and
must therefore ask your
assistance, and also to beg
you to advise the owner not
to insist upon opening the

Theatre

Health but seek a personable
business at an early date.
I very much regret that
owing to various difficulties
I really cannot see my way
to grant your request

(Baotai's Seal)

Police Regulations, Nuisance.

No. 1

License for Nabisco Theatre.

Whereas Frank Reid, an American citizen has applied to the Police authorities for a license to keep a Theatre and has proved himself to me, Controller of Police to be a fit and proper person to keep such an establishment within the limits of the Chiang pei, Settlement of Tsingtao and has also deposited with this office the sum of $200. by way of security for the maintenance of good order in such establishment

I, James Crombie Walston, Controller

of

of Police, under and by virtue of the powers vested in me by H.E. the Taotai of Ningpo dated the 16th March 1889 hereby license, authorize and empower (subject to the sanction of the Municipal Council given under his seal of office and signature affixed hereon,) the said Frank Reis to hold public Theatrical performances, accompanied by music in the house and premises known as Fu Chia Tao Tou, upon the terms and conditions following:—

1° That the performance close at midnight and all doors of the Theatre not later than one o'clock a.m.

2°

2° No obscene or indecent performances shall take place.

3° All lamps gas or other lights used in the Theatre to be two feet away from all wood work.

4° All doors of the Theatre to open outwards. Proper arrangements to be made to the satisfaction of the Controller of Police against fire and for the escape of the audience in the event of an outbreak of fire.

5° The Police on duty shall at all times have free access to the Theatre.

6° That no drunkenness or disorderly

Conduct

conduct be permitted in or upon the premises, offenders to be at once arrested and handed over for punishment to the Controller of Police.

7° That the holder of this license shall be furnished with special Police to keep order within the Theatre and its premises upon application to the Controller of Police and payment to him of $10. per each native, and twenty dollars $20. for each foreign Policeman; monthly in advance.

8° That the Theatre being established at a place where it causes no annoyance to the neighborhood shall not be

removed

removed to another locality or sublet without permission previously obtained in writing from the Controller of Police.

9th That on the breach of any one or more of the conditions the license shall be liable to withdrawal or suspension by the Controller of Police, and the whole or part of the money deposited as security shall be liable to forfeiture at the option of the Controller of Police.

10th In the event that at any time hereafter, it be found injurious to the peace and good order of the place upon the local authorities issuing

an order to stop the per-
formances, misture obedience
shall be shewn thereto, and
on all such other days on
which Theatrical performances
are prohibited by the law
(of China) irrespective of
such prohibition for longer
or shorter duration, the Theatre
shall also remain closed.

11° That the said Grand Rid
shall upon this licence
being granted to him, pay
to the Controller of Police
(besides the sum provided
for in the preamble) the
sum of $100 and a like sum
is to thereafter be paid upon
the first day of every month

following

following and if not so paid by the 5th of every month, the license will be forfeited and no more performances permitted.

12° The above license, unless previously forfeited by a breach of any of its conditions shall endure and remain in force for the period of twelve calendar months from the date of its being granted; it will be renewed annually on application, provided that none of the above conditions have been infringed. But, unless renewed this license becomes null and void

on

on the 15th March 1890. This
license is not transferable

By order of the Daotai
(sd) J. C. Watson
Controller of Police

Police Station
Ningpo, 16th March 1889.

Countersigned. In accordance
with terms of letter of this date
to the Controller of Police and
subject thereto
L.S. (sd) Thos. F. Patten
Consul

U. S. Consulate
Ningpo, 16th March 1889.

This license hereby renewed
for a further period of
one year from 16th March 1890
to 15th March 1891 and subject to
the

the Police Regulations stipulated in the license.

(Sd) J. Willis

Acting Controller of Police

In accordance with the above this license has been renewed for one year from 16th March 1890

L.S. (Sd) Thos F. Pethus

Consul

Ningpo, March 13. '90.

DEPARTMENT OF STATE
DEC 30 1890
RECEIVED.

No. 1190. del'd to Mr Hoffer

Mr Moore

Legation of the United States,
Peking, Nov. 7. 1890

Mr. Denby
to the
Secretary of State

Subject
The Chinanfu Troubles

Synopsis
With the consent of the Missionaries a new proposition of settlement is made to the Foreign Office.

No. 1190

Legation of the United States

Peking, November 7. 1890

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to enclose, herewith, a copy of my last communication to the Foreign Office on the subject of the Chinanfu trouble. In a communication of the 15th instant, the Minister advises me that it is entirely willing to surrender its claim to

the

the suburban property if it can secure title to convenient and suitable property in the city on which to carry on its work. I have communicated this proposition to the Foreign Office with the earnest request that on this basis a settlement satisfactory to all parties may be arrived at.

I have the honor to be, Sir,

Your obedient servant,

Charles Denby

Informal

Y. M., Nov. 1. 90.

Y. Ex:

I am compelled by a sense of duty to again call your attention to what are now widely known as the Chinanfu troubles. The attention of the public in China has been largely attracted to the difficulties that the American Missionaries have experienced and are experiencing at Chinanfu in their attempt to prosecute their charitable and religious work. It is known to you that the Missionaries do not regard the granting of the suburban tract of land as a settlement of their demand

to

to have secured to them the lot in the city which they bought and paid for, as they thought, with the consent of the local authorities. But from various communications sent me by M. A. and Y. Etc. I gather that you consider that the suburban tract was granted to the missionaries in lieu of the city lot, and that they ought to abandon all claim to retain the property bought, lying in the city or to secure any other city property. The position of the Missionaries is quite easily understood. They have no desire to secure property

exceeding

exceeding a reasonable and suitable quantity for school, hospital, and residence, but for these objects they desire a location that is convenient for their present work in the city. As their possession of the suburban property seems to J. N. and J. Exs. to present an objection to the securing of a city lot such as they need I am advised by the Missionaries that they are entirely willing in order to a secure a settlement of the land questions to surrender and give up on equitable terms the suburban property. It occurred to me that on this basis a satisfactory

solution

selection of the transfer relating to a location might be reached I would be very much obliged if H. M. and H. Exs. would direct the local authorities to confer with the Missionaries as to a selection of a new site in the City, and to secure such site and allow the mission to have title thereto, and to arrange for the surrender of the suburban property, and to manage all the details in a spirit of justice and equity. It must be understood, however, that in proposing this arrangement I do not waive or compromise the present claim of Revd Gilbert Reid for injuries done him by a Mob. It is to

be

be greatly hoped that this subject can also be taken up in a spirit of fairness and that some conclusion satisfactory to both parties can be arrived at But if the local authorities and Mr. Reid cannot agree on a settlement his claim will be considered by me as still pending and unsettled. An early answer to this communication is earnestly desired.

—

No. acknowledged to Mr. Crosby

No. 119.

DIPLOMATIC BUREAU
DEC 16 1890

DEPARTMENT OF STATE
DEC 15 1890
RECEIVED.

Mr. Crosby
to
Mr. Blaine

Legation of the United States
Peking, November 7. 1890.

Mr. Denby
to the
Secretary of State.

Subject

"Brick" tea.

Synopsis

Some account of the
trade therein.

No. 1191.

Legation of the United States,
Peking, November 7. 1890

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D. C.

Sir:

The trade in "Brick" tea in China has not yet been invaded by the Ceylon and Indian tea. Endless caravans of Camels still carry enormous quantities of tea, compressed into the shape of "Bricks", to Russia, Thibet, Manchuria, and Mongolia. These caravans go via Kiachta and Chang-

Chia-

Chia-k'on. "Brick" tea is prepared at two places in China, Foochow and Hankow.
It goes to Shanghai, thence to Tientsin, and thence on Camels to its destination.
Last year over thirty five and a half million pounds of "Brick" tea were sent from Tientsin to Siberia and Russia. The value thereof was Taels 2,039,772.
In addition "Tablet" tea, amounting to 7,888 piculs, value Taels 157,706, was thus forwarded. A controversy arose between the Russians and the Chinese Customs over the classification of this

tea

tea for export duties. The Russians insisted that it should be classed at a lower rate than the tea leaf, being made of dust. An arrangement securing some deduction was finally made. This trade may, therefore, be expected to increase. I have, heretofore, explained that "Brick" tea is treated as money in Manchuria and Mongolia. Ordinarily, "Brick" tea is of inferior quality being made of the refuse of other teas. But some of the choicest leaf is made into "Bricks" for presents to the Thibetan lamas. Until lately the manufacture of

"Brick"

"Brick" tea was done by hand. But now, machinery is used. The tea is put into iron moulds and steamed and pressed at once. The weight of one of these "Bricks" is 1¾ lbs. and the average first cost is about 2½ d. per lb. The "Tablet" tea is more expensive. The best kinds of dust are used. These "Tablets" resemble cakes of chocolate. The time may come when the Indian merchants may be able to supply "Brick" tea to Thibet. To the fear of this result has been attributed the difficulties in the prolonged negotiations at Sikkim. But it may reasonably

reasonably be expected that the existing market for China tea, in the form of "Bricks", will remain for many years.
The main danger is that Russia may establish direct trade with Colombo in order to introduce Ceylon tea. Indeed proposals of this nature have been considered by the Russian Government.
Besides the overland route considerable tea is sent from Hankow to Odessa and Vladivostock direct.
I have the honor to be.
Sir
Your obedient Servant,
Charles Denby

DIPLOMATIC BUREAU.
JAN 8 1891

DEPARTMENT OF STATE
JAN 7 1891
RECEIVED.

No. 1192

Mr Cridler

Legation of the United States

Peking, Novr 12. 1890

Mr. Denby

to the

Secretary of State.

Subject

The Chenanfu Troubles

Synopsis

Encloses translation of a communication from the Yamên.

No. 1192

Legation of the United States,
Peking, November 12. 1890.

To the Honorable
James G. Blaine
Secretary of State,
Washington, D.C.

Sir:

I have the honor to enclose to you a translation of the reply of the Foreign office to my communication relating to the "Chinanfu trouble," a copy whereof was enclosed in my despatch No 1190 of the 7th instant.

It will be seen that the

Yamên

Yamên reiterates the statement that I stated on divers occasions that the Missionaries did not insist on any particular tract of land. This action does, says the Yamên, is at variance with former representations. Nevertheless the Yamên has again addressed the Governor of Shantung "requesting him to instruct the local authorities to satisfactorily discuss the matter." I await the answer of the Governor to this suggestion.

I have the honor to be,

Sir,

Your obedient servant,

Charles Denby

The Foreign Office
to Mr. Denby.
Peking, Nov. 10. 1890.

J. E.

The minister had the honor to receive a short time ago a note from H. E. in regard to the Chuanfu case, wherein you remarked that the missionaries were still desirous to acquire property in the city and that they were willing to surrender and give up on equitable terms the suburban property, and you requested that the local authorities be instructed to confer with the missionaries

and

and arrange the matter in a spirit of justice and equity. With reference to this case Y. E. in repeated communications states that the missionaries did not insist on any particular place but were willing to accept any site that the officials were willing they should occupy. The officials thereupon excited themselves, devised measures, and arranged for the missionaries the purchase of a large tract of land. This land the missionaries now wish to surrender and find another site. This is entirely in contradiction

to

to the statements previously
made by H. E., but as you
have requested in your note
that the question may be
considered, the Yamen have
again addressed the Governor
of Shantung to instruct the
officials to satisfactorily
discuss the matter. Should it
be found, however, that the
feeling and sentiment of the
people are against the
missionaries (acquiring a site)
in the city, then the officials
cannot force or compel (the
people) in a matter so
difficult. On receipt of a
reply from Shantung the
Ministers will again
address

address Y. E. In the mean-
time they address this
note to Y. E. for your
information.

Mr. Pickslayer

No 1193.

DIPLOMATIC BUREAU.
JAN 2 1891

DEPARTMENT OF STATE
DEC 30 1890
RECEIVED.

Mr Crider

Legation of the United States.
Peking, November 14th, 1890.

Mr Charles Denby
to the
Secretary of State

— Subject —
Transmitting duplicate account of Contingent Expenses for Quarter Ending September 30/90.

— — — — —

No 1193 One Enclosure

Legation of the United States.

Peking, November 14th 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington D.C.

Sir:—

I have the honor to

1193. enclose duplicate statement of

the account for Contingent Expenses

for the Quarter Ending September

30th, 1890.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1. Duplicate statement as above.

Kiechhoefer

No 1194.

DIPLOMATIC BUREAU
JAN 2 1891

DEPARTMENT OF STATE
DEC 30 1890
RECEIVED.

Mr Crosby

Legation of the United States
Peking, November 14th, 1890.

Wm. Charles Denby
to the
Secretary of State

— Subject —
Transmitting Duplicate Statement
of Repairs Account for Quarter
Ending September 30th, 1890.

No 1194. One enclosure.

Legation of the United States.

Peking, November 14th, 1890.

To the Honorable

James G. Blaine

Secretary of State.

Washington, D.C.

Sir:—

I have the honor to enclose duplicate Statement of the Repairs Account of this Legation for the quarter Ending September 30th, 1890.

1194.

I have the honor to be,

Sir,

Your Obedient Servant

Charles Denby

Enclosure 1. Duplicate Statement as above.

2d ASSISTANT SECRETARY.
Inform Gov. Palmer.
Ack with gratification
JAN 15 1891

DEPARTMENT OF STATE
DEC 30 1890
RECEIVED.
DIPLOMATIC BUREAU
JAN 15 1891

No. 1195

Legation of the United States

Peking, November 14. 1890

Mr. Denby

to the

Secretary of State

Subject

The World's Columbian Exposition.

Synopsis

The Foreign office announces that China will take part therein.

No. 1195

Legation of the United States,

Peking November 14. 1890

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to enclose, herewith, a communication from the Foreign office which is an answer to my communication a copy whereof was sent to you in my dispatch No. 1188 of the 6th inst, wherein I requested that China would announce

her

her determination to take part in the "World's Columbian Exposition" to be held at Chicago in 1893.

The Yamên remarks that this exposition "will necessarily be a rich, grand, and wonderful display" and proud to say that "China is extremely desirous * * * to assist in the proposed exposition"

The conclusion of the Yamên is that it will address the Ministers Superintendent of northern and southern Trade, as well as the Inspector General of Customs in the interest of the exposition,

and

and articles sent to Chicago will be allowed to be exported free of duty. It is proper to add hereto that Prof. Hitchcock is sedulously engaged in his duties as Commissioner of the Exposition to China. On the 8th instant he delivered at this Legation a lecture on the "Seas of Yeddo, Japan" before the "Peking Oriental Society," of which I am the President, which was a favorable introduction to this community.

I have the honor to be, Sir,
Your obedient servant,
Charles Denby

Informal

The Foreign Office to the Deny.

Peking, Nov. 12. 1890.

Your Excellency:

Upon the 5th Nov. the Ministers had the honor to receive a note from Y. E. wherein you remarked that in 1893, the "World's Columbian Exposition" will be held at Chicago to celebrate the discovery of America four hundred years ago; that Prof. Aonyn Whitehouse has been appointed Commissioner and has come to China in the interest of said Exposition, and you expressed the hope that an early announce-

Next

announcement be made as to China's intention to be represented at the said exposition &c &c

The Ministers would observe that the exposition to be held in the United States will necessarily be a rich, grand, and wonderful display - one worth seeing. The friendly relations existing between China and the United States have heretofore been of a staunch and liberal character, and China is extremely desirous to act together and assist in the proposed exposition. The Ministers would further

state

state that as China is a long distance from Western Countries she has not deputed official representations to the Exhibitions held in foreign Countries of recent years. But in the present instance as H. Ex. has earnestly enjoined this matter upon the Ministers, they have to say that at the ~~at~~ time they will address the Ministers Superintendent of Northern and Southern Trade, as well as instruct the Inspector General of Customs to issue notifications to the Merchants at the Treaty Ports and if

Here

there are any decisions of sending exhibits to Chicago, all articles sent for exhibition purposes will be allowed to be exported free of duty.

The Ministers send this note beforehand in answer to J. Ex. and at the same time wish you the blessings of the season.

Mr. Denby's Instructions of Nov 8th 1890 — Well and approve

DIPLOMATIC BUREAU. JAN 8 1891

DEPARTMENT OF STATE JAN 7 1891 RECEIVED.

No 1196.

Mr Denby

Legation of the United States.
Peking, November 17th, 1890.

Mr. Charles Denby
to the
Secretary of State

Subject
Limitation of time in which outward Export Transit passes may run.

Synopsis
Minister has directed the Consuls to agree with local authorities as to a period of limitation for such Transit passes.

No 1196. Our Endeavours

Legation of the United States.

Peking, November 17th, 1890.

To the Honorable

James G. Blaine

Secretary of State

Washington, D.C.

Sir:—

I have the honor to inform you that the Imperial Government lately represented to the Foreign Ministers that a period of limitation for outward export transit passes ought to be fixed after the expiration whereof such passes should be barred.

One case had arisen in which a pass had been issued several years before it had been used.

This

This proposition was deemed reasonable by the Ministers and they acceded to the request. For obvious reasons it is best that the Bounds should determine the period in which transit passes should run, as they best know the conditions of trade at their ports and the necessities of commerce.

I have, therefore, addressed to each Board the circular of which a copy is enclosed herewith.

1/11/96.

The application of the Foreign Office related only to outward Export passes, - that is to say, to transit passes issued for the bringing from the interior native goods to be exported, and did not

not refer to parcels for foreign goods
to be sent to the interior.

Therefore, no rule of limitation
has been generally adopted as to
inward transit parcels.

But by an agreement made with
Germany March 31st 1880, (see
Art VII page 240 Hongkong Directory
1890) it was agreed that parcels
issued to German consuls for
conveying foreign merchandize into
the interior should remain in force
for a period of thirteen Chinese
months only from the day on
which they were issued.

This limitation has been generally
acted on and is supposed to be
sufficient for all purposes.

I have the honor to be,

Sir,

Sir

Your Obedient Servant

Charles Denby

Enclosure 1.

Circular as above.

Enclosure 1 with despatch
No 1196.

Circular

Legation of the United States.
Peking, November 17th, 1890.

Sir:—

It having been brought to the attention of this Legation that the Chinese Government desires to fix at each Port a period of limitation after which Transit passes for goods brought from the interior of China shall cease to run and to have validity and it appearing that it is not unreasonable to fix such a period this circular is issued for the information and guidance of the Consuls of the United States

States.

As it is likely that the conditions vary more or less in each Port, it is thought best that the Board at each Port, acting in conjunction with his colleagues should come to a joint understanding with the Chinese authorities as to the period in which such passes should have validity within the respective jurisdictions of the boards.

At some ports the time would necessarily require to be longer than at others, and even at the same Port different times for the different provinces and districts whose produce

is

is brought may be necessary.
The interests of the mercantile
community should be consulted
in fixing such time.

The Consuls of the United
States are, therefore, authorized
in conjunction with their
colleagues to come to a
joint understanding with
the proper local authorities
on this subject and to agree
on and fix a period of
time after the issuance of
a Transit pass for bringing
goods from the interior
to their respective ports after
the elapsing of which the
said passes shall terminate,
expire, and be of no validity.

In

In no other respect shall the rules relating to transit passes be changed without the authority of this Legation.

(sig^d.) Charles Denby

Desp.

Read by to file

DIPLOMATIC BUREAU.
JAN 8 1891

DEPARTMENT OF STATE
JAN 7 1891
RECEIVED.

No. 1197 Wm Grinder

Legation of the United States,
Peking, Nov. 15. 1890

Mr. Denby
to the
Secretary of State

Subject
The power of censors in China.

Synopsis
Encloses copy of edict commenting on a Censor's Memorial.

No. 497

Legation of the United States,
Peking Nov. 15. 1890

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D.C.

Sir:

1/
497

I enclose a copy of a late edict of the Emperor in order to elucidate the rights and powers of Censors in China. In this case the censor boldly attacked the Throne on account of its extravagance in undertaking to repair a palace for the use of the Empress Dowager.

The

The Emperor condescends to explain the reasons which influenced his action, but he also turns the censor over to the Board of Rites for a punishment.

I have the honor to be, Sir,

Your obedient servant,

Charles Denby

One enclosure
Edict re Censors.

Attack by a Censor against use... extravagance in the works at... Wan Shou-shan.

Ep... the Censor Yu Chao-lai h... memorialized us to curtail unnecessary extravagance in the repairs of the Yi Ho Yüan at Wan-shou-shan, by the Empress-Dowager. The... reasons he gives is the distress of the... caused by this year's floods and the... breaches in the Yellow...

...ur reasons for repairing... relic of...

...at it having had the co... of the Empress-Dowager... We... and also... 60th... with all... ing the... ks We... in... paring a p... an... Yu Chao-t'ai... have... a share of all... misunderstood Our... and man... and the B... before... to determine a suitable penalty for him.



DIPLOMATIC BUREAU.
JAN 8 1891

DEPARTMENT OF STATE
JAN 7 1891
RECEIVED.

No. 1198

Legation of the United States,
Peking, Nov. 15. 1890.

Mr. Denby
to the
Secretary of State

Subject
A Chinese Embassy to Corea to present condolence.

Synopsis
China sends Commissioners to present an Imperial Edict on the death of the Queen Dowager. Some remarks on this proceeding.

No. 1198

Legation of the United States,
Peking, November 15. 1890.

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D. C.

Sir:

I have the honor to inform you that the Government of China has sent two Imperial Commissioners to Corea charged with the duty of conveying to the Corean Court the Emperor's condolences on the occasion of the decease of the Queen Dowager. The Commissioners

are

are H. E. Chung-ho, a former Hoppo of Canton, and H. E. Hsü Chang, a former Haikwan Taotai at Newchwang. They sailed from Tientsin in a man-of-war escorted by two other men-of-war. This mission has great significance. It is intended to be a distinct assertion of the suzerainty of China over Corea. The King of Corea will come outside of Seoul to receive the Embassy. He will perform the K'o-t'ou to the Imperial edict. This precious writing will then be conveyed into the palace, not through any gate, but carried over the city wall

on

on a bridge specially erected for the occasion. The whole ceremonial will be indicative of submission on the part of a vassal to a suzerain. That this submission will be entirely willing cannot be said. The King is said to be discontented with his position and submits to Chinese domination because he cannot help it. For generations China has bound her out-lying neighbors to herself by a judicious mixture of severity and suavity. They have been her buttresses against foreign foes, and by their submission

Save

have secured to her the appellation of the "Middle Kingdom". She clings to the antique forms, and ignores modern progress. In view of the position occupied by Corea, among the nations of the world this whole proceeding would seem to be an anachronism. But without any minute enquiry into the adaptation of such ceremonials as this to international fitness, the great Powers all seem willing to accept the status quo.

I have the honor to be,
Sir,

Your

Your obedient servant,

Charles Denby

DIPLOMATIC BUREAU
JAN 8 1891

DEPARTMENT OF STATE
JAN 7 1891
RECEIVED.

No. 1199.

Mr Dudley

Legation of the United States

Peking, Nov. 15. 1890.

Mr. Denby

to the

Secretary of State.

Subject

The duty of China to Corea.

Synopsis

Encloses clipping giving historical and geographical account of Corea and stating Chinese views as to its protection.

No. 1199.

Legation of the United States,

Peking, Nov. 15. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to enclose a clipping from the North China News, of the third instant, relating to Corea. The article is a translation from the columns of the Hu Pao, a Chinese newspaper published at Shanghai. It will be seen that it contains a very

very good historical and geographical account of Corea, and is therefore worth preserving. The writer forcibly argues that China should distribute her fleets so as to protect Corea from foreign invasion. He says "if China is strong, Corea will be let alone," and he favors the opening of new ports to foreign trade. Land defense should also occupy the attention of China. He argues that when the Russian railway to Vladivostock is finished Corea will be in danger. He contends that Corea can be protected "without

making

making her into a province of China." All that is necessary is to strengthen the naval power and make Korea and the Long White Mountains invulnerable to attack. But how can China do this without building Railroads?

I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

Inclosure
Editorial on China-Corea.

About the earliest mention of Corea in Chinese history is in connection with the history of the Viscount or Chief of Ki, one of the nobles of the Empire during the reign of the tyrant Chow Sin, B.C. 1154. This loyal chief, no being removed by Wu Wang, retired to Corea, refusing to acknowledge the usurper even when a liberator.—Mayers.

During the Ta'in dynasty [255-209 B.C.] it was considered as an appanage of Liaotung, was subsequently called Corea, and later Ch'ao-sien (朝鮮), by which name it was known in the reign of Wan Li, (the Ming Emperor of 1573 to 1620 A.D.) In this reign Hideyoshi of Japan made his great invasion. Corea was one of the first to submit to our present dynasty when they established their residence at Peking. Corea remained a faithful tributary and secluded from contact with the outside world, till the tenth year of Hien Fung (1860), when the Russians, having obtained a firm hold on their Tartar possession the Usuri Krai, became nearer neighbours of Corea, only separated from her by the Tumen Ula. In the 5th of T'ung Chi, (1866) Russian war-vessels came to Corean ports demanding a tradal convention; and the same year a French Admiral sailed up the Hankiang to Hanyang, destroyed a shore battery and retired, returning again later and carrying off treasure to the value of 190,000 francs. On this occasion 800 of the brave Corean tiger-hunters harassed their retreat. In 1872 an American Admiral with two ironclads destroyed three forts, as a punishment for ill-treatment of shipwrecked merchantmen. Then came the revolt of the King's father, the Ta Yüan Kün (大院君) and its prompt suppression in ten days, in 1882. In 1883 an embryo revolution being hatched by Hung Ying-chih (洪英植) and other high officials was crushed by the vigilance of the Chinese Government's Agents.

Corea is the key of North Eastern Asia. It lies between 34 and 43 degrees of north latitude. On the north it is bounded by Shingking, Kirin, and Russia, and on the south, east and west by the sea. It is divided into 8 *tao*, or provinces: Kingki, Hanking, Kiangyüan, Hwanghai, P'ingan, Chungta'ing, Ta'ianlo, and K'ingshang. The first named is the central province. The capital is called Han town (Seoul) after the river Han. It is 40 *li* round, backed on the north and west by mountains, and facing it on the east rise two precipitous hills called T'ien-mo and Yao-ngo (天摩 and 堂峩). Not far to the south rushes the Han river, which has a rise and fall of 40 feet.

To defend the five-thousand-*li* coast-line of this country of inexhaustible mineral wealth, lying so near to both Russia and Japan, is a problem for which, however difficult, we must find a solution, and that soon. We have now a fleet of at least 60 war-vessels of wood or iron, divided into the Northern and Southern Squadrons, the former the more powerful. It would be a good plan to establish, at some port equi-distant from north and south, a naval depôt as the headquarters of a fleet of say 16 vessels, to be constantly exercised as a flying squadron, visiting by turns the Tumen river on the north, the Haenan waters on the south, or Tsushima and Liukiu on the east. At Port Arthur, in Fêngt'ien, Weihai in Shantung, Singi in Corea, Tamsui in Formosa, Hoihow in Kuangtung, Chusan in Chekiang, and T'sungming in Kiangsu, three men-of-war should be constantly stationed. By such a distribution, from whatever quarter a surprise was attempted, a first line of defence would be ready, to reinforce which assistance could quickly arrive. If China is strong, Corea will be let alone, and we may even open new *ports* in it to foreign intercourse, not only without danger, but with increased safety. Such might be, in the province of Hanking, Lifeng (李鳳) and Sungtao (松島); in Kingyüan, Sanshê, Weichên (三陟, 蔚珍); in Kingshang, Ch'angyüan (昌原); in Ta'ianlo, Wuan (務安); in P'ingan, Sanhwa (三和).

Land defence should occupy our attention, as well as the efficiency of our fleet. By land we have been even more successful in war than by sea, and attackable points on the Corean coast should be so fortified and garrisoned as to ensure the annihilation of a hostile landing force. They should fare as did the French who landed at Kelung, when Liu Ming-chuan in one action took from them 8 cannon and 3,000 rifles. Along the Tumen, the brave Corean tiger-hunters should be encamped, as the eight banners of the Tartars are camped in line elsewhere, to guard the frontier.

The Russians (of whose trustworthiness as neighbours the Deer Island incident was such a striking instance) began in 1887 their Eastern Siberian Railroad, under the direction of Baron Korff, Governor of the Ussuri province, and General Ignatieff. This was to be finished in five years, when from St. Petersburg to Vladivostock, 28,000 Chinese *li* (9,000 miles), trains will come in fifteen days. Since they obtained from Japan, in exchange for the Thousand Islands (the Kuriles), T'angt'aitao (Saghalien)—now called by its old name K'uyeh—they have been developing the resources of that large island and colonising it with troops, with the greatest energy. By the time the Russian railway is finished, Corea will be in a dangerous position unless we also move in the meantime.

Last year when the Governors of Chinese provinces were reporting on schemes for railways in China, the defence of Liaotung was referred to, and it was suggested to carry a line through from Shanhaikuan to Fengt'ien, thence N.E. to the N. bank of the Tumen and Kirin. A powerful garrison should be kept on the Tumen to co-operate in case of need with the garrison at K'inghing and K'ingyüan. In case of hostilities arising between Russia and Corea, we should then be able to attack the right flank of the invading force with our troops from Ninggata and to meet them with our forces of Petuna. From their rear we should come on them with our fleet attacking Hunch'un, and on the Tumen river we should assail their left flank. With the southern Corean coast in addition strongly fortified, it is difficult to see what the Russians could gain by an attack on Corea.

Thus Corea may be placed in a good position as regards defence, without making her into a province of China, as we are now advised by some to do, but leaving her still our tributary, with internal autonomy, free and encouraged to remove abuses of government and develop her vast resources, —mining, commercial, and military. To defend her we shall not be obliged to draw closer the political ties that unite her to us or to throw large garrisons of Chinese troops into the country. All that we need do, is to strengthen our naval power and make invulnerable to attack our own Kirin and the classic regions of the Long White Mountain; our neighbour and tributary can do most of the rest herself.

[Abridged from *Hu Pao*, 27th and 29th October, 1890.]

Acknowledged

DIPLOMATIC BUREAU
JAN 8 1891

DEPARTMENT OF STATE
JAN 7 1891
RECEIVED.

No. 1200

Mr Conger

Legation of the United States,
Peking, Novr. 15. 1890.

Mr. Denby
to the
Secretary of State.

Subject
The Yellow River.

Synopsis
Copy of Imperial Edict
enclosed announcing
that the River is peaceful.

No. 1200.

Legation of the United States

Peking, November 15. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D. C.

Sir:

I enclose a copy of a late Imperial Edict relating to the Yellow River. It seems that the River is peaceful, the Emperor is grateful to the River God, and sends ten large rods of Thibet and incense to be burnt in his honor.

I have the honor to be,

Sir,

Sir,

Your obedient servant,

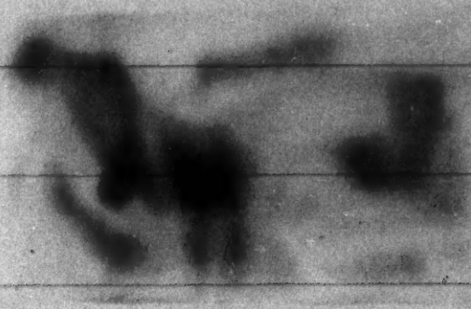
Charles Denby

One Enclosure

Imperial Edict to Thank
Yellow River God

Returning thanks to the God of the Yellow River.

Fan[illegible] Chang Tao, Governor [illegible] has reported that, now the frost [illegible]n has ar[illegible] the river is at last in a [illegible] state ow[illegible] merciful in[illegible]on[illegible]e River God[illegible]he River [illegible] thorough sta[illegible]ection and [illegible]illed with [illegible]e towards the [illegible] now [illegible]d ten large rods of Tibetan [illegible] to be burnt in the Imperial name by the Gover[illegible] in the temple of the River God.



Ack'd by Mr Hoffer

No. 1201

DIPLOMATIC BUREAU, JAN 8 1891

DEPARTMENT OF STATE JAN. 7 1891 RECEIVED.

W. Crosby

Legation of the United States,
Peking, November 18. 1890.

Mr. Denby
to the
Secretary of State.

Subject
Acknowledges Despatches

No. 1201

Legation of the United States,
Peking, Nov. 18. 1890.

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D.C.

Sir:

I have the honor to acknowledge the receipt of your despatches Nos. 550 of September 12. to 559 " October 2, inclusive.

I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

Mr. Moore

DEPARTMENT OF STATE
JAN 7 1891
RECEIVED.

No. 1202

Legation of the United States,
Peking, Novr. 20. 1890

acknldgt of F.C.P.
Feb 10/91
Phila

DIPLOMATIC BUREAU
FEB 7 1891

Mr. Denby
to the
Secretary of State.

Subject
Exemption Regulations
in the Consular Courts
in China.

Some arguments in favor of an exemption in money as against the exemption of particular property.

No. 1202

Legation of the United States,
Peking, Nov. 20. 1890.

To the Honorable
James G. Blaine
Secretary of State,
Washington, D. C.

Sir:

In further reply to your despatch No. 558 of the 1st ultimo, I have the honor to inform you that in my despatch No. 1185 of the 28th ultimo, I enclosed a copy of the proposed additional regulations to the rules governing the Consular Courts in China

touching

touching exemption from execution of a debtor's property. I awaited, however, your reply to my suggestions, made in my despatch No. 1137 of August 3d last, before signing and forwarding to the Consuls the new regulations.

I shall still refrain from putting the said regulations in force until I receive your reply hereto. And should you adhere to your opinion that the proposed exemption should be made as to specific and defined articles and not in the sum of $800. to be taken either in property values or in money, I shall, of course, not

not put the new rule in force.
I beg leave, however, to make
some suggestions in favor of the
exemption as proposed.
Sec. 5045 p. 973 - 2d edit. R.S.U.S.
1878, provides for an exemption
to the Bankrupt of necessary
household and kitchen furniture
&c. to an amount not exceeding
$500. But, it provides, in
addition, an exemption of
"such other property not in-
cluded in the foregoing exceptions
as is exempted from levy and sale
upon execution or other process
or order of any court by the
laws of the State in which
the Bankrupt has his domicile
× × × to an amount allowed

by

by the constitution and laws of each state × × ×." I have not in my library the laws of any of the States. But I am quite certain that in Indiana, and the Western States generally, an exemption is provided for which covers money as well as specific property. Real estate, personal property, or money, in these states may be selected as exempt by the debtor at his pleasure. The practice may be different in the Eastern and Middle States. The rule in Sec. 98 of the Japan regulations goes to specific property only. You will notice that the Consuls have all approved of the new rule.

Upon

upon consultation with some of them it was agreed that the better plan in China would be to adopt the general exemption of the sum of $800. either in property or money. My main object was to protect from garnishment wages due to the debtor. The majority of Americans in China work for stated salaries - If their salaries can be garnished, they will have nothing to live on and it is not to be presumed that they will continue to work if their earnings are to be diverted to pay their debts. Besides their wages this class of people have little property. Of course, if they happened to own property

amounting

amounting to $800. in value and desired to exempt such property there would be no money exemptions. But if they owned little or no property their wages would be saved to them for the use of their families either in China or at home. A more serious question would be whether an exemption should be made retro-active and applicable to debts existing before the promulgation of the new rule. But in this I followed the section of the Bankrupt act above cited, wherein such exemptions are held to be valid against debts contracted before the adoption

and

and passage of State constitutions and laws as well as those contracted after the same. The amount of the exemption $800, is not larger than the sum fixed by several states, is less than the sum fixed by the Bankrupt act, and considerably smaller than the exemption fixed in those states which exempt homesteads. I know of but one case in China in which this rule is likely to be available. From the fact that no demand for such exemption has been ever made until now we may well conclude that such cases will be very rare in the future. I may

add

add as matter of information that under the rules of the Supreme Court of Great Britain the ridiculous exemption of $25. in value is all that is allowed - See Hong. Kong Chronicle and Directory of 1890 p. 69 Sect. 121.

I have the honor to be,

Sir,

Your obedient servant,

Charles Denby

Ack by sal Jan 15

DIPLOMATIC BUREAU. JAN 8 1891

DEPARTMENT OF STATE JAN 7 1891 RECEIVED.

No. 1204

Wm Crosby

Legation of the United States,
Peking, November 24. 1890.

Mr. Denby
to the
Secretary of State.

Subject.

The death of the Viceroy
Tsêng Kuochuan.

Synopsis.

Some account of the life
of the deceased Vice-Roy.
Notice of the appointment
of his successor — Liu-Kun-I.

No. 1204

Legation of the United States,
Peking, November 24. 1890.

To the Honorable
James G. Blaine,
Secretary of State,
Washington, D. C.

Sir:

Tsêng Kuochuan, Vice-Roy of the Two Kiang, departed this life the 13th inst. He was the brother of Tsêng Kuo-fan, who, by common consent, was the greatest Chinese subject of this generation. The Vice-Roy was the chief of

The

the celebrated Tsing family. The Marquis Tsing was his nephew, being the son of the great Tsing Kuo-fan. The deceased Viceroy during his life ranked in the estimation of foreigners with Li Hung Chang and Chang Chi-tung. The Vice-Roy was liberal and just to foreigners. He won much reputation by his appeal to foreigners to assist in relieving the sufferers in the great famine of 1888, and by his graceful recognition of their cooperation with him in this charitable work. His prompt settlement

of

of the damages for the late Chinkiang riots, and his sending a brigade of troops to salute the British and American flags when they were raised after the riots were acts honorable to him. The Viceroy, like most other Chinese subjects of destinction, was a soldier, and did good service to the Throne during the Taiping Rebellion. He wrested Nanking from the rebels, which was the final blow to the great rebellion. For his service he was made a noble of the third degree. He filled the following high offices. He was Judicial Intendent of

Che. Kiang

Che-kiang in 1862; Governor of Che-kiang in 1863; Governor of Shansi in 1865; Governor of Hupeh in 1876; Director General of the Yellow River, also, in 1876; Vice. Roy of Shansi and Kansu in 1881; acting Vice. Roy of the Two Kiang in the latter part of 1882; and in February 1884 Viceroy of the Two Kiang. He held the position of Viceroy at Nanking until his death. His viceroyalty has under its jurisdiction the Provinces of Kiang-su, Ngan-hwei, and Kiang-si. Owing to the fact that four Treaty Ports, to wit: Shanghai, Chinkiang,

Newchwang

Wuhu, and Kiukiang, were located in his jurisdiction, his position from a foreign point of view was the most important in China. I had the honor of visiting Nanking by his special invitation in 1886, and I was very cordially entertained by him. He was a kindly, benevolent man, and possessed the ability which characterized his family. He would have been succeeded by the Marquis Tsing, who was his nephew, but the Marquis died last Spring. There are now remaining no adult members of the Tsing family, and the younger members

are

are paid not to be endowed with the abilities of their ancestors.

Liu Kuen I has been appointed successor to the deceased Vice Roy. He has held the office twice before. He was formerly Governor General of the Kwang Provinces, and was transferred to Nanking in 1880. The office is commonly designated as "the Liang Kiang" or "Kiang nan." Besides the civil functions attached to it, the Viceroy is invested with special powers of control over the military forces within his jurisdiction. He is also "Nan Yang Ta Chen" or Minister Superintendent

Superintendent of Southern Trade. The new appointee is supposed to be friendly to foreigners.

I have the honor to be,
Sir,
Your obedient Servant,
Charles Denby

2D ASSISTANT SECRETARY.
Ack by subject & file.
JAN 23 1891 aaf

DEPARTMENT OF STATE
JAN 21 1891
RECEIVED.

DIPLOMATIC BUREAU.
JAN 23 1891

Rec'd 26th Jan

No 1205.

Legation of the United States.
Peking, November 26th, 1890.

Mr. Charles Denby.
to the
Secretary of State

Subject
Camphor Monopoly
in Formosa.

Synopsis.

Enclosing various communications upon the subject and points out that the monopoly is in violation of the Rules promulgated in 1869 by Prince Kung, etc:

No 1205. Five Enclosures.

Legation of the United States.

Peking, November 26th, 1890.

To the Honorable

James G. Blaine.

Secretary of State.

Washington, D.C.

Sir:—

In my despatch No 1127, of July 26th last, I had the honor to transmit some correspondence between the Foreign Office and the Foreign Ministers touching the Camphor Monopoly and the Tekin question in Formosa.

I have now the honor to enclose other papers bearing on these questions as follows: first a translation

of

of a communication from the Yamen to the Foreign Ministers of August 28th last; Second,
2/1205. a communication from the Ministers to the Yamen of November 20th, 1890; Third,
3/1205. a notification from the Tamsui Customs dated September 28th 1886; Fourth
4/1205 a copy of the regulations issued for the guidance of the joint farmer of the monopoly - the Tai Ko Company dated September - October 1887; Fifth, three —
5/1205. communications addressed by the General Office of the Dairy Loo and Sulphur — administration to the new farmer Yang Shih Lin in

Tamsui

May 1890.

The communication of the Ministers above set out undertakes to show that a monopoly in Camphor has been established which is contrary to the rules adopted in 1869, for which see Mr. J. Rose Brown's despatch No 39 of June 15th, 1869.

The Enclosure to that despatch contains the rules relating to the trade in Camphor promulgated by Prince Kung.

The Foreign Ministers claim that these rules have never been legally abrogated and are still in force, and they demand the abrogation of

the

the Government monopoly
in Camphor.

With regard to the ports
and places open to trade the
foreign Ministers refer to the
foreign treaties of the Powers and
deny the right of the Governor
of Formosa to levy duties on
produce, or merchandize passing
inward or outward between
Taiwan fu and Anping, or
Tamsui and Kabe.

The Chinese Government
is notified that the consuls
of the Foreign Powers have
been again notified to report
every case in which duties
or any other duty at the ports
named has been charged

and

and damages therefor will be claimed against the Chinese Government.

I have the honor to be,
Sir,
Your obedient servant
Charles Denby

Enclosure 1/5.

1. Yamen to Foreign Minister August 28th 1890.
2. Foreign Minister to Yamen September 20th 1890
3. Notification from Yamen Customs, Sept 28th 1886.
4. Regulations for guidance of first farmer of Campsten Township, Sept-Oct 1887.
5. Three Communications from General office of the Campsten and Chefoo Administrators to Tieo Farmer Yang Shih Lei, May 1890.

Enclosure 1. with despatch 1205.

No 12.

The Foreign Office
to Mr. Denby
Peking, August 28th, 1890.

Your Excellency:—

On the 31st of July last, the Prince and Ministers had the honor to receive a communication from Your Excellency in regard to the matter of the establishment of letter stations in Formosa against which Your Excellency entered a protest. It was read to the Prince and Ministers that Your Excellency, as, in this matter laboring under

a

a mistaken idea.

In reference to this question some time since a German firm purchased some camphor in the interior and while the produce was en route it was seized by the authorities, either for the reason of a failure on the part of the merchant to apply for a transit pass, or, having obtained a pass he did not pass the produce duly presented for Examination.

The Yamen thereupon addressed the Governor of Formosa to follow the rules laid down in the Treaty Regulations, that is: Produce purchased by foreign merchants in the interior

will

will be inspected and taken an account of at the first barrier it passes on its way to the port of shipment. A certificate will be issued and on the arrival of the produce at the barrier nearest the port of shipment notice must be given to the Customs at the port, and the transit dues due thereon be paid." This is the rule of action provided by the Regulations.

By the terms first barrier and barrier nearest the port is meant, the stations established for the inspection of goods near the roads by which the merchant must necessarily pass

ports from the interior
to the port of shipment.
The authorities have not compelled,
or insisted on goods being
conveyed by distant, or out-of-the-
way routes instead of by those
near at hand. It may be
that some of the barriers stations
in Formosa are situated in
localities not very suitable and
convenient to traders, and the
Yamen has therefore advised
the Governor of Formosa to
give this matter his careful
consideration, so as to meet
the views of the merchants.
For this, the Prince and
Ministers are pretty certain
that the Governor will be

able

able to consider and bring
about a satisfactory arrangement.

Further, during the fourth
month of this year (Chinese
Calendar) the Governor of
Formosa reported that the
German firm Jin Hsing
bought some camphor at
Shi Chi in the Southern section
of the Island. The purchase was
conveyed to Fu Chuang from
whence it was taken to An Ping.
The Authorities granted permission
to have it examined at the
Salt Station at Fu Chuang
which shows that in this
matter (this instance) they
have not evinced a determined
spirit (as to any particular place)

but

but on the other hand if certain
statements showed proof inconsistent
then the only thing to do is to
counsel and consider the matter.
As to the statement in Your
Excellency's communication that
the intention of the High Authorities
of Formosa is to monopolize
or hold the market for camphor
with a view to keeping up prices,
and that while they openly
consent to foreign merchants
proceeding into the interior to
make purchases, in a secret
way they actually have adopted
measures to oppose and
annoy them, this the Prince
and Ministers cannot but regard
as specious or strong language.

As

to Your Excellencies observation on the term "Treaty Port", the Prince and Ministers beg to refer to the Treaty of 1842, between Great Britain and China - The first treaty negociated - which reads as follows: "British subjects shall be allowed to reside for the purpose of carrying on their mercantile pursuits at the cities and towns of Canton, Amoy, Foochow, Ningpo, and Shanghai." This language is clear and explicit and does not admit of criticism, but as the Ministers of the various Foreign Powers do not agree in their interpretation and acceptance

acceptance of the term, each holding his own views, the Prince and Ministers will not make it a subject for discussion and thus avoid a useless argument.

A necessary Communication addressed to

H. Ex: Charles Stuart

K, K, K,

Enclosure 2. With despatch No 1205.

The Foreign Ministers
to the Tsung li Yamen.
Peking, November 20th, 1890.

Your Highness and
Your Excellencies: —

The Undersigned,
Representatives of Belgium, France,
Great Britain, the German Empire,
Italy, Japan, the Netherlands,
Spain, Russia, and the United
States have the honour to —
acknowledge the receipt of the
letter addressed to them by
Their Highness Prince Ching and
Their Excellencies the Ministers
of the Tsung li Yamen, this
letter being a reply to the
communication

communication forwarded
by them to the Tsungli Yamen
on the 31st of July last on
the subject of the state of affairs
in Formosa.

In the letter under reply
the Tsungli Yamen states that
the Foreign Representatives in their
Communication of July 31st last
gone too far in imputing to
the Provincial Government of Formosa
the intention of while outwardly
acquiescing in the right of
foreign merchants to go into the
interior for the purchase of
Camphor placing virtually
such obstacles in their way
as would render it impossible
for them to carry out an
undoubtedly

undoubtedly legitimate trade thus entering the efficacy of the monopoly established in camphor.

The Enclosed documents, i.e. 1st a notification from the Formosa Customs, dated 28th September 1886, 2d, the regulations issued for the guidance of the first farmer of the monopoly, the Tai Wo Company dated September-October 1887, 3d, Three communications addressed by the General office of the Camphor and Sulphur administration to the new farmer Yang Shih Sui in May 1890, with power to Your Highness and Your Excellencies that notwithstanding all the

denials

demals of the Governor of Formosa, the Camphor monopoly had been introduced into Formosa ever since 1886, in the face of its illegality and the repeated protests of the foreign Representatives.

Under these circumstances it would be useless to discuss the different measures by which the Government of Formosa has attempted to prevent foreign Merchants from Exercising a legitimate trade.

What the Undersigned demand is the immediate and pure and simple re-establishment in Formosa of the Rules regulating the Camphor trade

des

in that Island as jointly agreed upon in 1869. a copy of which is Enclosed.

These rules have never been legally abolished as that could not have been done without the assent of the Undersigned. all regulations issued by the Governor of Formosa is in contradiction with these rules are therefore null and void, and the Chinese Government will be held responsible by the Undersigned for any direct or indirect loss or losses inflicted upon foreign merchants by the attempts to enforce them.

If the Tsung li Yamin as such showed not possess the necessary

necessary authority to oblige
the Governor of Formosa
to observe the international
arrangement which form
the basis of the intercourse
between China and the Treaty
Powers, the Undersigned has
the right to expect that their
protests will be placed before
His Majesty the Emperor and
an Imperial Edict obtained
to prevent the Governor of
Formosa from further acting
in contradiction with the
spirit and the letter of the
international obligations entered
upon by the Chinese Government.

With regard to the question
of the ports and places opened

to trade the foreign representatives can only again refer Your Highness and Your Excellencies to the foreign texts of the different treaties which in cases of differences of opinion arising out there latter are held to express the correct sense.
The Chinese texts are therefore of no practical importance in the decision of this question in which the Undersigned cannot allow the slightest deviation from what they have formerly stated to be their right as expressed and guaranteed by the Treaties.

The attempts of the Chinese authorities in Formosa to

buy

levy duties on produce or merchandize passing inward and outward between Tamsui and Anping or Tamsui and Kelung, having been informed the Undersigned has repealed the instructions formerly sent to their Consuls in the island of Formosa and communicated to the Japanese in their joint note of the 28th of April 1868.

The Consuls have been instructed to report every case in which duties or a duty of any kind has been levied between these places and the amount to be levied for which latter the Chinese Government will be held responsible.

The Undersigned avail themselves

Enclosure 3 with despatch No 1205.

Circular issued by the Tamsui Commissioner of Customs in 1886, relating to Camphor.

At the request of the Local Authorities the Undersigned begs to inform Foreign Merchants that the Provincial Government of Formosa has made a monopoly of the Camphor Trade on the Island and in connection therewith to draw their attention to the following points:

1. That the sale of camphor by private producers or other individuals shall hereafter be considered illicit, none but Government Agents being authorized

authorized to sell the article.

B. That a Government office for the administration of Camphor trade has been opened at Pangka where Camphor may be purchased by Chinese and Foreigners alike.

C. That in order to prevent frauds all Camphor obtained from Government will be provided with pass and a certificate which are to be produced at the Custom House previous to shipment to another port.

D. That Camphor is to bear, as heretofore the legal charges of Export duty as specified in the Tariff and of Inland taxes amounting to one half of the former and that the sale

of

of Camphor being now restricted to Government alone the Custom of going inland with transit Passes in the sense of Article VII of the Tariff Rules in the British Treaty and as far as the one item of Camphor is concerned should be hereafter relinquished.

(signed) Ed Farago
Commissioner of Customs.

Custom House,
Taiwan, 28th September, 1886.

Enclosure 4. with dispatch 1205.

C

Regulations Governing
the Camphor Monopoly submitted
for the Journal of His Excellency
the Governor of Formosa -

—

1st. It is agreed that the farmer
of the Monopoly shall deposit
the sum of $8.000. of this
sum $500, a month is to
be deducted of the proceeds
of the sale of Camphor
for the period of 6 months -
(making the sum of $3.000.)
The balance - $5.000 - is to
be refunded at the expiration
of the term of this monopoly.
2nd. It is agreed that no
more than 12.000 pounds

F.

of Camphor a year shall be taken from the producing districts in the central and Northern sections of Formosa, for fear that the may suffer and there be no sale for more.

This agreement is to be in force as an Experiment for three years, beginning in the 9th moon of the 13th year of Kuang Hsü and terminating in the 9th moon of the 16th year of Kuang Hsü, (Oct 1890) during which term other merchants shall not be allowed to Engage in the Camphor business.

3rd. It is agreed that the farmer

farmer shall pay $12.00 for each picul of camphor @ exchange 72. This price includes all Settlin charges, but not Customs duties, nor freight and Expenses in transportation — These shall be borne by the farmer.

4th — It is agreed that the Iron Ring Gun Situ the Scales shall be taken as the Standard in weighing Camphor. All camphor purchased from the growers shall be weighed by the officials and the agent of the farmer sent to the various branch offices to see it pass the Scales, after which it shall pass to the

agent

agent representing the farmer.
Camphor shall be weighed
and taken delivery of as
soon as it arrives, thus avoiding
any delay to the producer,
and at the same time
the quantity as delivered
to the farmer shall be
reported to the General office.

5th In view of the fact
Kow Lung and Wuhu are situated
a long distance off, and the
Expenses necessarily heavy,
it is agreed that the General
Office will allow the farmer
as a benevolent allowance, the
sum of 30 cents on each peul
of camphor. But no allowance

of

of this nature will be made on Camphor coming from Takotsi and Sanchi Yung as the distance to these places is short. This distinction is made in order to help the farmer. The expense of transportation, however, must be borne by the farmer.

6th Each cask of Camphor, whether large or small settled by the officials pertaining to this monopoly, shall be taken over by the farmer in original packages according to the original price paid paid, but if the farmer wishes afterwards to repack it

in

in boxes he can do it at his own option

7th All camphor moved from the ~~farmers~~ by the farmer must be of good quality - clear and clean. If it be found that there is any of an inferior quality or if there be any smuggling the farmer must request that punishment be inflicted by the officials

8th After the agreement taken effect the General office will be asked to issue an official document giving the farmer authority

to

to carry on the business;
and, further to issue
instructions to the various
branch offices for the information
of the officials concerned.

In the matter of skin being
included in the price agreed
by the farmer, namely $12. per
head, the farmer requests that
the General Skin office will
issue instructions to all of
the branch skin establishments
for the information of the
officials and that the same
may be recorded.

9th. A statement of the
camphor issued by the
branch offices shall be made
up

ups once a month, and accounts shall be rendered monthly the farmer paying to the Genedal office the amounts due within the first ten days of every month.

10th If the officials of the branch offices, or the agents of the farmer an guilty of any irregularity and there is positive evidence of their guilt, the farmer will be permitted to report the offence committed to the General office by petition and rigorous punishment will be meted out as a warning to others. The

above

above regulations were presented on the 11th day of the 8th moon, to Ting Taotai in charge of the General Office of the Sulphur and Camphor administration and were approved on the 13th day, and reported to the Governor who gave his assent on the 19th idem.

Enclosure 5 - Mikado Despatch No 1205.

Notification issued by the General Office of the Camphor administration in Formosa.

Upon the 18th day of the 3rd moon of present year, the above Office issued His Excellency the Governor of Formosa's assent to a petition presented by one Yano Shichi who holds an official title, wherein he prayed to have granted to him the management of the Camphor Trade of Formosa for the period of Ten years.

The instructions of H.E. are that the sales of the Yano Company shall

shall be carried into effect.
As to the request that in the
event of the price of camphor
falling the question of a
reduction may be considered,
to this H.E. the Governor
assents, that in the way: a
reduction will be considered
if the price of camphor
should fall within $45 per
picul. If the price advances
beyond $80. per picul the
question of an increase will,
in that case, be taken into
consideration, - thus manifesting
a desire of justice.
The Governor transmits a
copy of the Original petition -
In the petition of the
said

said officer, reference is made to the matter of soliciting shareholders in the undertaking, but no names of shareholders are given. In the event however of there being any irregularities or mistakes the said officer will alone be held responsible for there would be no way of investigating the shareholders. (their names being unknown)

The location of the Ring Fence Company must clearly be made known in advance; furthermore a bond must be executed by the petitioner acknowledging his responsibility

supported

supported by valid security
to be put on record.

In the petition the petitioner
asks for a copy of the
agreement entered into with
the "Fairbo Company."

The "Fairbo Company" did
not enter into an agreement;
there are the regulations
only under which the
said Company undertook
the management of the
Camphor business for the
Provincial Government.

The regulations as altered
are sent to the petitioner
which he must follow
and in issuing the
instructions, he must, on

returning

receiving them, agrees to abide by all of them; and further, he is to present a petition in reply embodying every detail together with the regulations. Also, a deposit of £20.000. must first be made. He must await the report of the General office to the Governor and his consideration of the matter. On receipt of His Excellency's assent, the General Office will then issue the necessary orders when the petitioner may undertake the management of the business. This is important. Let there be no disobedience

If there injunctions.

Issued the 20th day.

Notification issued by the General Office of the Camphor and Camphor Administration in Formosa.

Yang Shih Hsi, a Canadian holding an official rank, has presented a copy of the regulations governing the Camphor Monopoly, and also certain suggestions which he requested On careful perusal of and the issuance of our instructions.

The petitioner states, that in Taiwan, although the production of Camphor is not large, the price at present is high, and for fear that unprincipled

unprincipled persons may
engage in clandestinely
producing the article, and
secretly sell it for exportation,
he requests that officials may
be deputed to locate themselves
in that section of the country, &c.

It appears that most of
the camphor produced in
the Island is in the Northern
section (Tai pei); the production
in the central districts comes
next. Branch offices have been
established at those places
for some time and officials
appointed as inspectors to act
with the agents of the farmer
in procuring and delivering
camphor. In

Mrs

the districts of Yün Lin and
Tai wan in the central section
of the Island, the Taotai
Lin, of the Military Secretariat
sometimes since returned
that large quantities of
Camphor had been illicitly
manufactured there, and the
instruction of H.E. the Governor
was issued to rigorously pursue
and punish the offenders: This
is on record, hence it would
seem that there must be
anything to afterward on that
point.

After the said merchant has
undertaken the management
of the Camphor business, if
there should still be any

illicit

illicit traffic carried on, he has only to report the cases as they occur for the action of the officials in the provinces.

The General Office should return the 500 pounds of Camphor, which to the Tai Ho Company, was delivered to the Fui Ching firm - including that which was damaged - say in all 571 cases.

Instructions have been issued to all the officials of the Branch Establishments that they are to weigh in conjunction with the farmers agents all camphor raised from the various districts from the beginning of the 4th moon, and the day the accounts of the Tai Ho Company are settled

stipulated will be the time when the said merchant may undertake the new Camphor monopoly.

The deposit of $20.000. must be paid at the time stipulated, when the said merchant will be allowed to commence carrying on the business - 1st of the 4th moon.

The General office has reported the matter for the Governor's approval and on receiving his assent further instructions will follow.

The General office retains on file the Regulations and the Bond. Two documents are issued to the said merchant

containing

containing instructions to the Branch offices, which he is to send to the officials connected therewith; to the end that they may act accordingly.

Dated on the 25th day.

Notification issued
by the General office of
the Camphor and Sulphur
administration in Formosa.

Some time ago H.E. the
Governor of Formosa, issued
his instructions that the monopoly
of the camphor trade granted
to the Tai Ho Company,
should terminate on the
last day of the 3rd moon,
and that on the 1st of
the 4th moon the business
should be placed in the
hands of Yang Shih Hsi,
of the Hong Tang Company,
who has undertaken to
pay an advanced price for
camphor

Camphor - say $30 per picul.

The instructions of Her Excellency the Governor are that the 500 piculs of Camphor delivered by the Tai Ko Company, to the Jui Hsing firm, including the damaged Camphor - in all 571 piculs, this account must be settled by the new farmer when he can commence the business of the monopoly.

The new Company must bear in mind that Formosa is the Camphor producing country and that the regulations must be duly regarded and strictly enforced, then the Government will not only

be benefited but the farmer
will as well. Hin is the
express desire of the
Kenral office!
Now Brides having issued
the necessary instructions
to the officials concerned,
on receipt of these instructions
the farmer is enjoined to
carry them into effect
and not disobey them.

16th year Kuang Hsu, 3d moon,
30th day.

DIPLOMATIC BUREAU
JAN 23 1891

DEPARTMENT OF STATE
JAN 21 1891
RECEIVED.

No. 1206

Legation of the United States,
Peking, Nov. 26. 1890.

2D ASSISTANT SECRETARY.
Ack with concurrence
JAN 23 1891

Mr. Denby
to the
Secretary of State.

Subject
Limitation of the issuing
of Transit Passes.

Synopsis
Encloses communication to
the Foreign Office, wherein
the Ministers object to the
local authorities discussing
with the Consuls any question touching
Transit Passes, but the one stated.

No. 1206

Legation of the United States,

Peking, Nov. 26. 1890

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to

enclose, herewith, a

1/206 copy of a communica-

tion lately sent to the

Foreign office by the

representatives of the

Treaty Powers on the

subject of fixing at

the various Ports a period

of time after which

Transit

Transit Passes shall be barred. While the Foreign Ministers are entirely willing that such a period shall be fixed at each Port, they are not willing that the Chinese local authorities shall arrange or endeavor to arrange with the Consuls any other questions touching Transit Passes. They hold that questions of general importance to commerce and trade should be settled by the Tsung-li Yamên and the Foreign Representatives. Undoubtedly this is the safest and most correct

View

ries to take and I have agreed with my colleagues in forwarding the enclosed communication to the Yamên.

I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

One enclosure,
Foreign Ministers to
the Tsung-li Yamên.

Peking, Nov. 23. 1890.

Your Highness:

On the 17th May last, Your Highness and Your Excellencies addressed to the Representatives of Treaty Powers a note on the subject of the limitation of the time during which outward Transit Passes should remain valid. Your Highness and Your Excellencies stated in this note that such rules had been introduced at Chinkiang, Wuhu, Pakhoi, Kiungchow, and Canton, after an understanding had

had been arrived at between the Chinese authorities and the Consuls of the Treaty Powers on the spot and that the Yamên would instruct the Taotais or Commissioners of Customs at those Ports where such measures had not yet been introduced to fix such a time for the duration of the validity of outward Transit Passes as they might think adequate. In their several replies the Representatives of the Treaty Powers pointed out that while they had no objections in principle to the introduction of a rule limiting

the

the duration of the validity of Transit Passes, they thought that it would best serve all interests concerned, those of the Customs and of the foreign mercantile communities alike if the decision was left to the authorities, Chinese and Foreign, on the spot and that they would instruct their respective Consuls accordingly. It might have been thought that so simple a question could have been settled without much difficulty but instead of entering upon negotiations with the Consuls on the vexed point which

the

the latter had been instructed to discuss, viz: the fixation of the duration of the validity of outward passes the Chinese authorities have, in some instances, proposed for discussion points quite outside of the question, going even so far as to limit the number of Chinese products to be allowed to be brought and carried under outward Transit Passes. The undersigned have the honor to remind the Yamên that in their replies to the Yamêns' note of May 27, they stated that they would instruct their respective Consuls

to

to discuss with the Chinese Authorities the time to be fixed for the duration of the validity of outward Transit Passes. Any attempt on the part of the Chinese local authorities to enlarge the field of discussion must prove useless, and the undersigned would therefore be very much obliged to Your Highness and Your Excellencies if you would, on your side, instruct the local Chinese authorities to confine themselves to the subject for which alone they count upon a co-operation by the Consuls of the Treaty Powers.

The

The undersigned wish at the same time to avail themselves of this opportunity to draw the attention of the Tsungli Yamên to the fact that on more than one occasion the local Chinese authorities have lately attempted to discuss with the Consuls or decide on their authority questions of a general international bearing or importance and therefore only to be arranged by a mutual understanding between the Tsung-li Yamên and the Foreign Diplomatic Representatives or the respective Governments themselves. Such attempts on the part

of

of the local authorities must always prove unsuccessful, but as they generally leave a certain amount of irritation behind which for all concerned is much better avoided it would be in the interest of the maintenance of friendly relations, for the furtherance of which the undersigned are always most anxious, if the Yamen would instruct the local Chinese authorities that the discussion and arrangement of international questions of general importance and bearing did not belong to them but that the proper channel through which

such

such questions should be brought up for discussion was the Tsung-li Yamên itself. The undersigned need hardly add that they shall always consider it their duty to pay to such communications from the Yamên the attention they merit.

The undersigned avail themselves &c. &c.

2d ASSISTANT SECRETARY.
Ack. by Number and File.
JAN 23 1891

DEPARTMENT OF STATE
JAN 21 1891
RECEIVED.

No. 1207

Legation of the United States,

Peking, November 26. 1890

Mr. Denby

to the

DIPLOMATIC BUREAU.
JAN23 1891

Secretary of State.

Subject

The degradation of Lin Ming Chuan.

Synopsis

Some account of his services in the line of progress.

No. 1207

Legation of the United States,

Peking, Nov. 26. 1890.

To the Honorable

James G. Blaine

Secretary of State.

Washington, D. C.

Sir:

It has been reported abroad as a matter of some significance that Lin Ming Chuan, Governor of Formosa, has been degraded in rank. He is still, however, retained in his position as Governor. His offense seems to be that he has persisted in

his

his intention to lease the Kilung coal mines to foreigners, though he was ordered by the Imperial Government to desist. He is certainly in great trouble and Imperial Commissioners have been sent to investigate his conduct. In order to avoid any cause of attack a native syndicate was organized to run the coal mines. But it seems that foreigners put money in the scheme, and this was sufficient to cause a stoppage of the operations of the mines. All this retrogression is exceedingly to be regretted, because it demonstrates that

China

China is as intensely anti-foreign as it ever was in the past. In my visit to Formosa in 1884, (see Foreign Relations 1888, p 330) I saw a good deal of the Governor. I have a quarrel with him over the Russell claim, but that shall not prevent me from doing him justice. He did a great deal in the line of progress. He laid a telegraph cable to connect the island with the mainland, and another to connect the Pescadores with Anping. He established a postal service. He sanctioned a railway from Kelung to Taiwan. He has undertaken

to

to improve the harbors of Takow and Kelung. He has built forts at Kelung, Tamsui, and on the Pescadores. He bought two steamers to sail to and from Tientsin. He organized an arsenal. He introduced the electric light. His fault has been that he undertook to do too much and in too short a time. But remembering the novelty and difficulty of his position we cannot wonder that he occasionally blundered. His financial necessities called for increased taxation. He introduced the land tax in Formosa,

and

and that and other like measures, made him unpopular. He has had almost continual warfare with the aborigines. He has been in continual hot water with the foreigners over the Government Camphor monopoly, and the establishment of new likin taxes. He is a rough, rather passionate, and headstrong old soldier, who will not brook opposition. It is stated that he is anxious to retire altogether from Formosa. It is likely that he will be permitted to do so, and that he will be sent in the capacity of General to Manchuria. It is possible that

that in this new field, he will find full scope for his military genius.

I have the honor to be,
Sir,
Your obedient servant,
Charles Denby

DEPARTMENT OF STATE
JAN 21 1891
RECEIVED.

No. 1208

Wm Cutler

Legation of the United States,
Peking, Nov. 29. 1890.

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DIPLOMATIC BUREAU.
JAN 22 1891

Mr. Denby
to the
Secretary of State.

Subject

Forwards Customs Gazette for quarter ending Sept. 30. 1890.

Synopsis

A statement of American Exports and Imports.

No. 1208

Legation of the United States,

Peking, Novr. 29. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D.C.

Sir:

I have the honor to forward to you, under separate enclosure, two copies of the Customs Gazette for the quarter ending Septr. 30. 1890. Quarterly returns of trade are set out for each of the Treaty Ports and for the Corean Ports. On page 43 and following are printed

the

the tables of exports and imports at Shanghai. I note that America sent to Shanghai Dollars valued in Taels HK. at 73,060. From Shanghai there went to the United States Piculs 16,716.66 of black (Congou) tea, of green tea 11,408.78 Young hyson, 1,514.15 hyson, 3,613.59 imperial, 35,301,79 gunpowder, being a total of green tea Piculs 51,838.31. Of Rawsilk there went from Shanghai to the United States Bales 610 Piculs 635,53 yellow silk none, Re Reeled Bales 25 Piculs 21.18 being a total of Bales 635 Piculs 657.01; of Raw Silk Bales 17,

Piculs

Piculs 17; of Waste Bales 18
Piculs 45.82; of Cocoons Bales
392 Piculs 866.22. Of imports
into Shanghai from the
United States 221,685 Pieces
Drills were imported in
this quarter as compared
with 170.090 in the same
quarter of 1889. Of jeans
14000 pieces were imported
as compared with 7000 in
1889. Of Shirtings 372,497 pieces
as compared with 292,985 in
1889. Of Kerosene oil 4,473,
200 gallons as compared
with 4,585,890.
The Russian oil finish
appeared in 1889. In the
same quarter that year

Here

there were imported 1.764.100 gallons and in 1890, 1.584.470 gallons. This exhibit indicates in the general a gratifying increase of importations from the United States to the chief Port in China. The total collections of the Revenue for the same quarter in 1889 was Taels Hk., 1.560.870. 5. 6. 8. and in 1890, 1.555.673, 5.40. but 2.902.1.6.6. are to be deducted for drawbacks.

I have the honor to be,
Sir,
Your obedient Servant,
Charles Denby

DIPLOMATIC BUREAU.
JAN 22 1891

DEPARTMENT OF STATE
JAN 21 1891
RECEIVED.

No. 1209

Legation of the United States,
Peking, Nov. 29. 1890

Mr. Denby
to the
Secretary of State.

Subject
Collision at Sea.

Synopsis
Copy of act of congress
delivered to Foreign
Office.

No. 1209

Legation of the United States,

Peking, Nov. 29. 1890.

To the Honorable

James G. Blaine,

Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge the receipt of your circular of the 7th ult. enclosing a certified copy of "An Act in regard to Collision at Sea"

I have transmitted to the Foreign office the enclosure and have requested that I be informed as early as may

&c

be practicable of the disposition of the Imperial Government regarding the proposed measure. The books mentioned in the circular are not yet at hand.

I have the honor to be, Sir,

Your obedient servant,

Charles Denby